

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/21/2023		2. CONTRACT NO. (If any) 31310023D0004		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310023F0142		4. REQUISITION/REFERENCE NO. NMSS-23-0112		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: PAUL MALDONADO				f. SHIP VIA	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 6220 CULEBRA RD				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any including delivery as indicated.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385166		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE OFFICE OF NUCLEAR MATERIAL	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/29/2025		16. DISCOUNT TERMS 30
a. INSPECTION Destination	b. ACCEPTANCE Destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide services in accordance with the Statement of Work entitled, "Technical Assistance for Development of Regulatory and Technical Analyses Supporting 10 CFR Part 61" Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME	FISCAL ACCOUNTING PROGRAM				\$0.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)	ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328					
c. CITY	d. STATE	e. ZIP CODE				
PARKERSBURG	WV	26106-1328	\$1,537,807.00			

22. UNITED STATES OF AMERICA BY (Signature)		09/21/2023		23. NAME (Typed) RICHARD W. ROBINSON TITLE: CONTRACTING/ORDER NG OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/21/2023	31310023D0004	31310023F0142

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>CONTRACTOR ACCEPTANCE OF TASK ORDER NO. 31310023F0142</p> <p>Acceptance of Task Order No. 31310023F0142 under contract No. 31310023D0004 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.</p> <p>Accepted Task Order No. 31310023F0142 under Contract No. 31310023D0004:</p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>_____ Date</p> <p>Task Order Base and All Options: \$1,537,807 Task Order Exercised Amount: ██████████ Task Order Obligation Amount: ██████████ Period of Performance: 10/01/2023 to 03/29/2025</p>					

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

\$0.00

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B - Supplies or Services/Prices**B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)**

(a) The title of this project is: Technical Assistance for Development of Regulatory and Technical Analyses Supporting 10 CFR Part 61

(b) Summary work description:

The overall objective of this task order is to seek technical expertise from the Center for Nuclear Waste Regulatory Analysis to assist the U.S. Nuclear Regulatory Commission (NRC) with conducting technical and regulatory analyses for implementing the requirements under 10 CFR Part 61 and any associated guidance document development. This technical assistance will support NRC's understanding of the potential safety concerns and their resolution associated with the disposal of radioactive waste under 10 CFR Part 61, including disposal of GTCC and TRU wastes.

NRC is seeking assistance with development and implementation of a testing strategy to collect data from drilling into mock intruder barriers of different designs in order to evaluate their effectiveness as a barrier to drilling (e.g., rank barrier designs) and to obtain mass loading measurements. Intruder barriers of various materials will be constructed on the property of the CNWRA and will be drilled into using various drill rig/drill bit test combinations. In addition, independent analyses or testing will be performed.

B.2 CONSIDERATION AND OBLIGATION—COST-PLUS-FIXED-FEE ALTERNATE I (AUG 2023)

(a) The base and all option(s) value (total contract value) is: \$1,537,807 of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED]0 represents the fixed- fee.

(b) The base and exercised option(s) value is [REDACTED] of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed- fee.

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

(d) 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.

(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]

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

C - Description/Specifications

C.1 STATEMENT OF WORK

1. PROJECT TITLE

Technical Assistance for Development of Regulatory and Technical Analyses Supporting 10 CFR Part 61

2. BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC) licensing requirements for the disposal of commercial low level radioactive (LLW) in near-surface disposal facilities can be found in part 61 of title 10 of the Code of Federal Regulations (10 CFR), "Licensing Requirements for Land Disposal of Radioactive Waste." The NRC originally adopted 10 CFR part 61 on December 27, 1982 (47 FR 57446). The existing LLW disposal facilities are located in and licensed by Agreement States, and those Agreement States have incorporated many of the requirements in 10 CFR part 61 into their corresponding regulations and as license conditions. Recently, the NRC is in the process of revising its regulations that govern LLW disposal facilities. In particular, revisions are being considered that require new and revised site-specific technical analyses, to permit the development of site-specific criteria for LLW acceptance based on the results of these analyses, and to facilitate implementation and better align the requirements with updated current health and safety standards (Staff Requirements Memorandum (SRM)—SECY—20-0098, "Path Forward and Recommendations for Certain Low-Level Radioactive Waste Disposal Rulemakings," ADAMS Accession No. ML22095A227).

To support the development of a risk-informed, performance-based approach for regulatory requirements and guidance, the NRC staff needs to conduct technical evaluations in a variety of areas such as performance assessment (PA), hydrology, chemical engineering, geochemistry, material science, and exposure assessment. Additionally, the NRC staff can make use of these types of analyses to risk inform any determinations with respect to compliance with the performance objectives of 10 CFR Part 61, such as the protection of the general population from releases of radioactivity, as well as protection of individuals from inadvertent intrusion into the disposal site after loss of active institutional controls.

The Center for Nuclear Waste Regulatory Analyses (CNWRA) has assisted NRC staff in a wide range of technical areas supporting the development of regulations and guidance documents related to the geological disposal of radioactive waste, including, but not limited to, PA, hydrology, chemical engineering, geochemistry, material science, and exposure assessment. CNWRA staff have assisted in both regulatory reviews and support the development of regulatory bases and guidance documents.

Collecting data on intruder barrier performance and mass loading measurements is deemed necessary for the following reasons: NRC staff has recommended that GTCC waste be buried at least 5 m (16.4 ft) below the surface and include an intrusion barrier capable of deterring human intrusion for at least 500 years after closure so as to reduce the likelihood, for example, of someone drilling a domestic water well that penetrates the waste. However, information on the effectiveness of currently used intruder barriers to deter drilling has been of a qualitative nature and, thus, subject to speculation and challenges. Subsequently, NRC requested a report by the CNWRA that summarizes current knowledge of potential barriers and their effectiveness

against inadvertent domestic water-well drilling. Although the CNWRA's report from March 2020 (ADAMS Accession Number ML21005A302) identified reinforced concrete as the predominant intruder barrier in addition to and other potential barrier materials, no direct, evidence-based data demonstrating the ability of these barriers to deter or not deter inadvertent domestic water well drilling was found. Consequently, the 2020 CNWRA report recommended constructing several mock intruder barriers using various types of resistive materials at a location where controlled penetration testing may be conducted, and then drilling into the barriers using several drill rig/drill bit combinations that are commonly used for domestic water well development and that are capable of challenging these barriers. In order to obtain useful information and to help NRC staff develop strategies to reduce potential speculation and uncertainty in evaluating the effectiveness of intruder barriers, modified follow-up activities or tasks based on the report's recommendations is required.

3. OBJECTIVE

The overall objective of this task order is to seek technical expertise from the CNWRA to assist the NRC with conducting technical and regulatory analyses for implementing the requirements under 10 CFR Part 61 and any associated guidance document development. This technical assistance will support NRC's understanding of the potential safety concerns and their resolution associated with the disposal of radioactive waste under 10 CFR Part 61, including disposal of GTCC and TRU wastes.

NRC is seeking assistance with development and implementation of a testing strategy to collect data from drilling into mock intruder barriers of different designs in order to evaluate their effectiveness as a barrier to drilling (e.g., rank barrier designs) and to obtain mass loading measurements. Intruder barriers of various materials will be constructed on the property of the CNWRA and will be drilled into using various drill rig/drill bit test combinations. In addition, independent analyses or testing will be performed.

4. SCOPE OF WORK AND DELIVERABLES

The Contractor shall perform the below tasks during the base and option periods.

4.1 TASK 1 –SUPPORT FOR GUIDANCE AND TECHNICAL ANALYSES RELATED TO THE IMPLEMENTATION OF 10 CFR PART 61 RULEMAKING

The CNWRA shall provide technical assistance to support NRC's implementation of 10 CFR Part 61 rulemaking and associated guidance documents for GTCC LLW, depleted uranium, and other long-lived radionuclides. This rulemaking is called the Integrated Low-level Radioactive Waste Disposal Rulemaking, as it will integrate disposal criteria for GTCC waste into the ongoing rulemaking effort.

CNWRA shall provide technical expertise to assist NRC staff in developing and implementing guidance for the regulatory requirements. The COR will direct specific technical areas for review which may include, but are not limited to, waste classification, waste characteristics, defense-in-depth analyses, GTCC waste disposal considerations, intruder barriers for GTCC waste, criticality during pre- and postclosure, and determination of significant quantities of long-lived radionuclides in GTCC waste and depleted uranium. In addition, when necessary CNWRA shall conduct technical analyses involving PA modeling, GTCC waste heat generation, and accident

analyses.

The CNWRA shall continue to provide technical support, as necessary, on GTCC waste and depleted uranium disposal guidance (NUREG-2175), including resolving public comments on NUREG-2175.

The CNWRA should provide its perspective on the types of guidance or technical analyses that could be conducted to provide further understanding of the potential regulatory concern(s).

The technical assistance provided to the NRC on this task will be documented in a single deliverable associated with each technical area identified by the COR.

Deliverable Schedule

DELIVERABLE	DESCRIPTION	DUE DATE
1	Draft Report on each technical area as identified by COR	To be determined upon identification of support for a technical area
2	Final Report on each technical area as identified by COR to address NRC Comments.	2 weeks following receipt of NRC comments

4.2 TASK 2 – COLLECTING DATA ON INTRUDER BARRIER PERFORMANCE AND MASS MEASUREMENTS TO SUPPORT INTRUDER BARRIER REQUIREMENTS

The CNWRA shall perform independent analyses to support NRC staff determinations regarding the disposal of radioactive waste (i.e., LLW, GTCC and TRU waste) under 10 CFR Part 61 requirements. To achieve the objectives listed and discussed above, the CNWRA will develop strategies and implement those strategies in the subtasks discussed below.

Task 2, Subtask 1 - Development of Intruder Barrier Testing Strategy

Previous CNWRA reports, as discussed in the background section, presented recommendations for additional analyses and field investigations that should provide more information on the effectiveness of intruder barriers. NRC requires assistance from the CNWRA to build mock intruder barriers and to conduct the tests. NRC staff agrees with CNWRA's proposal to the NRC regarding the general approach for testing strategies.

The NRC has identified specific barriers to be tested. Based on the testing results, the COR may direct further tests and/or additional barriers to be tested as follow-on effort. The CNWRA shall produce a deliverable (*Intruder Barrier Testing Strategy report*) providing the Subtask 1 testing strategy based on barrier material/design and drilling intruder scenario including the estimated costs associated with specific tests.

Task 2, Subtask 2 – Development of Mass Loading Measurements Strategy and Drill Cuttings Characterization Strategy

Subtask 2a.) Sampling Strategy Obtained from CNWRA Land in Texas

The CNWRA shall prepare a deliverable (*Air Sampling and Drill Cuttings Characterization Strategy report*) that includes: (1) information on how mass loading measurements will be obtained (e.g., drilling methods and technology, location or distance) during the testing activities of Subtask 3, and (2) a discussion on the use of the measurements in assigning values used in the computer models used for estimating intruder doses. An analogous wasteform will need to be constructed and be similar to current wasteforms containing radionuclides which significantly degrade during drilling. For example, a cementitious wasteform could be composed of a medium quality cement and commonly used additives/admixtures. Optimally, both mass loading (overall) and contaminant mass loading could be determined through the use of tracers. Mass loading measurements from drilling through soil or sediment on CNWRA's property should also be obtained. Additionally, the estimated costs associated with obtaining this data are to be included in the *Air Sampling and Drill Cuttings Characterization Strategy report*.

Subtask 2b.) Drill Cuttings Characterization Strategy for CNWRA Land in Texas

As part of the mass loading measurement task, the CNWRA should collect representative samples of drill cuttings to determine the fraction of waste simulant that is present in the cuttings and the particle size distributions of the waste and non-waste. The *Air Sampling and Drill Cuttings Characterization Strategy report* should include information on the quantity and location of samples obtained in relation to the drilling equipment, the predominant wind direction during drilling, and the methods used to characterize the samples. The estimated costs associated with collecting this data are to be included in the *Air Sampling and Drill Cuttings Characterization Strategy report*.

Subtask 2c.) Sampling Strategy Obtained from Measurements from Semi-Arid and Arid Regions

The CNWRA shall make arrangements to gather such measurements from the field by contacting drilling companies to obtain permission to collect air quality samples. Drilling locations in the more arid parts of the United States is preferred as is a greater diversity of collected samples from consolidated and nonconsolidated materials. The *Air Sampling and Drill Cuttings Characterization Strategy report* should include information on how these arrangements will be implemented and describe divergences from the sampling strategies in Subtask 2a (i.e., drilling methods and technology, location or distance). In addition, the estimated costs associated with collecting this data are to be included in the *Air Sampling and Drill Cuttings Characterization Strategy report*.

Task 2, Subtask 3 - Implementation of Strategies Laid Out in Subtasks 1, 2a, and 2b

The COR will provide direction in accordance with the strategy report to the CNWRA for conducting specific tests, based on its review of the Intruder Barrier Testing Strategy report and the *Air Sampling and Drill Cuttings Characterization Strategy report*. The CNWRA shall conduct the agreed upon tests and measurements, and subsequently document the results in an *Test Result Report*. This report will include a detailed description of each test, the condition of, and results from, the tested barrier, the drill bit, air quality measurements, and analyses for each test, including data collected pertinent to barrier effectiveness, lessons learned during implementation, and recommendations for revisions to the testing protocols. It will also include a detailed description of the condition of, and results from, the air quality sampling methods, mass loading measurements, and drill cuttings characterizations.

Task 2, Subtask 4 - Implementation of Strategy Laid Out in Subtask 2c

The CNWRA will sample air quality and gather mass loading measurements as described in the *Air Sampling and Drill Cuttings Characterization Strategy report*, and subsequently document the results in the *Test Result Report* discussed above (same report as Subtask 3 product). This Test Result Report will include a detailed description of the condition of, and results from, the air quality sampling methods and mass loading measurements from semi-arid and arid regions of the United States.

Deliverable Schedule

TASK 2 SUBTASK	DELIVERABLE	DUE DATES
*Subtask 1: Development of Intruder Barrier Testing Strategy	Intruder Barrier Testing Strategy report	Deliverable due 16 weeks after start of the subtask (March 24, 2024)
*Subtask 2: Development of Mass Loading Measurements Strategy and Drill Cuttings Characterization Strategy	Air Sampling and Drill Cuttings Characterization Strategy report	Deliverable due 36 weeks after start of the subtask (August 11, 2024)
**Subtask 3: Implementation of Strategies Laid out in Subtasks 1, 2a, and 2b	Interim Report commensurate with completion of construction of testing area Test Result Report Updates or a new test Result report maybe required during the option periods if additional tests are requested by NRC	Deliverables: Interim report due on completion of construction notifying any deviations from Subtask 1. Test Result Report due on completion of 72 weeks after start of the subtask (January 24, 2026) or the last day of the period of performance if options are not exercised
**Subtask 4: Implementation of	Section or Appendix within the Test Result Report on 'Obtained	Deliverable due 40 weeks after start of the

Strategy Laid out in Subtask 2c	Measurements from Semi-Arid and Arid Regions'	subtask (June 14, 2025) or the last day of the period of performance if options are not exercised
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*Subtasks 1 and 2 deliverable due dates are based on starting work on October 1, 2023

**Subtasks 3 and 4 deliverable due dates are based on starting work on September 15, 2024

5. REPORTING REQUIREMENTS

Submittals for all task deliverables shall be submitted via electronic mail with electronic attachments consistent with the word processor in use at the NRC or in portable document format (i.e., *.pdf), or via a BOX set up by the NRC, as appropriate. The contractor shall also provide one paper copy of each deliverable to the COR and technical lead upon request. Reports on any assessment by the contractor shall be in letter report form.

Monthly Letter Status Report (MLSR)

The contractor shall provide a Monthly Letter Status Report (MLSR) per Section C.4 of the Base Contract. If no work was performed during the prior month, the contractor shall not prepare and submit an MLSR. The MLSR shall be provided electronically to the COR and the Contracting Officer (CO) by the 20th calendar day of the following month.

6. PERSONNEL QUALIFICATIONS

Key Personnel will be limited to the Project Manager, if they contribute substantively to the task order, and the Principal Investigator(s). No more than one-third of the Key Personnel designated on a given task order (i.e., Project Manager and/or Principal Investigators) may be external employees of the CNWRA (i.e., an SwRI employee not assigned to CNWRA, subcontractor, or a consultant).

Key personnel working on this project should collectively have advanced knowledge in the areas of performance assessment, hydrology, geochemistry, radionuclide transport, health physics, modeling, statistical and dose analysis.

Key personnel should have experience on conducting analyses supporting development of regulatory approaches and guidance documents.

Key personnel shall also be familiar with the performance requirements of the land disposal for radioactive waste (10 CFR Part 61, Subpart C) and pertinent guidance documents such as NUREG/CR-5512, NUREG/CR-6692, NUREG/CR-6697, NUREG/CR-6676, NUREG- 1757, Volumes 1, 2, and 3, NUREG-1854, and NUREG-1573. Additionally, key personnel shall have familiarity of Subparts C and D of 10 CFR Part 61.

7. SECTION 508 - ACCESSIBILITY

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 ICT (Information and Communication Technology). 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 content.

Note: Applicable electronic content includes:

- 1. *Public Facing* content
- 2. *Agency Official Communication.* Electronic content that is not public facing, when such content constitutes official business and is communicated through one or more of the following:
 - a. An emergency notification;
 - b. An initial or final decision adjudicating an administrative claim or proceeding;
 - c. An internal or external program or policy announcement;
 - d. A notice of benefits, program eligibility, employment opportunity, or personnel action;
 - e. A formal acknowledgement of receipt;
 - f. A survey questionnaire;
 - g. A template or form;
 - h. Educational or training materials; or
 - i. Intranet content designed as a Web page.

The text of the Standards for Section 508 of the Rehabilitation Act can be found in 36 CFR § 1194.1 and in Appendices A, C and D to Part 1194 (<https://www.ecfr.gov/current/title-36/chapter-XI/part-1194?toc=1>).

7.2. General Requirements

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 36 CFR § 1194.1 and in Appendices A, C and D to Part 1194.

7.3. Applicable Provisions of the Standards for Section 508 of the Rehabilitation Act

The following is an outline of the standards that identifies what provisions are always applicable and which ones may be applicable.

Applicable to the Contract/Order?	Provision of 36 CFR Part 1194
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Yes	1) Revised 508 Standards
Yes	a) Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements
Yes	i) 508 Chapter 1: Application and Administration-sets forth general application and administration provisions
Yes	ii) 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)
Yes (see the Exceptions section below)	(1) E202 General Exceptions
No (see the Other section below)	(2) E203.2 User Needs
Yes (see the Accessibility of Electronic Content section below)	(3) E205 Electronic Content
See below	b) Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements
Yes	i) 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
No	ii) Chapter 4: Hardware
No	iii) Chapter 5: Software
No	iv) Chapter 6: Support Documentation and Services (applicable to, but not limited to, help desks, call centers, training services, and automated self-service technical support)
Yes	v) Chapter 7: Referenced Standards - the standards referenced here apply to ICT where required by Section 508 Chapter 2 (Scoping Requirements) and where referenced in any other chapter of the Revised 508 Standards
No (see the Legacy ICT section below)	2) Appendix D to Part 1194 – Electronic and Information Technology Accessibility Standards as Originally Published on December 21, 2000

Refer to 508 Chapter 2 (Scoping Requirements) first to confirm what provisions in Appendix C apply in a particular case.

7.4. Exceptions to the Standards

7.4.1. Legacy ICT

N/A

7.4.2. 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.

7.4.3. Incidental ICT

ICT acquired by the Contractor incidental to this contract/order shall not be required to conform

to the revised 508 standards.

Note: This only applies when the Contractor is procuring the ICT, only the Contractor personnel will access or use the ICT, and ownership of the ICT will remain with the Contractor upon completion of the contract/order.

7.4.4. ICT Functions Located in Maintenance or Monitoring Spaces

N/A

7.4.5. 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.

7.4.6. 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.

7.5. Additional Accessibility Requirements

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 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.

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 either *Public Facing* or *Agency Official Communication* (as defined in sections E103 and E205.3 of 36 CFR § 1194, respectively) and therefore required to be conformant with section E205.4 of 36 CFR § 1194 then
 - a. The NRC may choose, for its own reasons, to take responsibility for the final conformance of the deliverable or its class of deliverables by explicitly identifying the deliverable or class of deliverables through one of the following means:
 - i. Identified in this contract/order, or

- ii. Identified in writing to the Contractor by the COR, with a copy to the CO.
2. Otherwise, the NRC may still have a requirement that the deliverable be conformant with section E205.4 of 36 CFR § 1194, but only if the deliverable is explicitly identified in this contract/order as having that requirement.

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.

8. MEETINGS AND TRAVEL

Teleconferences and videoconferences shall be conducted with the NRC staff, as needed.

Table of Travel that may be required for Tasks 1 and 2

Task	Location	Trips	Days	Staff
Task 1				
Support for guidance and technical analyses related to the Implementation of 10 CFR Part 61 Rulemaking	Rockville, MD	2	4 days/trip	2 staff/trip
Task 2c				
Air Samples from Semi-Arid and Arid Areas	TBD	4	2 days/trip	1 staff/trip

The number of days listed above includes travel time.

The contractor shall request and obtain written approval from the COR before incurring any travel costs. The contractor shall be authorized travel expenses consistent with the Federal Travel Regulations and the limitation of funds for this task order. For purposes of preparing a proposal, travel shall be included in the base period.

9. PLACE OF PERFORMANCE

The work will take place at the contractor’s site except for travel per Section 8 above.

10. ACCEPTANCE CRITERIA

Any work (i.e., data, interpretations, models, computations, methods, etc.) developed under the task order shall be performed under an adequate quality assurance program to ensure the technical accuracy and quality of the documents produced. Quality assurance comprises all

those planned and systematic actions necessary to provide adequate confidence that the assessments have been satisfactorily performed. Quality assurance shall include verification for completeness, accuracy, consistency, and sufficient documentation to assure the reproducibility of the results of all calculations, laboratory experiments (if any), or modeling.

11 NRC FURNISHED MATERIALS

The COR will provide copies of the necessary information, codes, and NRC products to conduct and document (e.g., for the CNWRA quality assurance record requirements) the activities for all work associated with this task order to CNWRA.

12. CONTRACTOR ACQUIRED MATERIAL

Material in support of Task 2 can include, but is not limited to, cement mixtures, aggregate, rebar, wire bailing, rubber tires, rocks and boulders including tools and equipment of various types.

13. STANDARD WORK PRACTICES

The contractor's management must review for consistency and readability and approve with two signatures all reports, including those, which do not contain numerical analyses. One signature must be from the contractor's Project Manager, and one signature must be from a manager at a higher level than the contractor's Project Manager. The Project Manager level or above must review and forward informal submittals/deliverables.

When revisions for reports are issued, a section must be included in the revised report to document dates of, reasons for, and scope of all changes made since the issuance of the first contractor's approved report.

NRC has the option of appointing a Peer Group to review, comment, and recommend changes to the draft and final reports. The contractor may recommend candidates for the Peer Group for approval by the COR. In the case of dissent in the content of the final report, the dissenting party shall have the option of stating its viewpoints and findings. Such statements may appear in the report as decided by the NRC.

This section does not intend to create the development of a formal quality assurance program, nor does it require formal quality assurance program documentation or review.

14. SECURITY REQUIREMENTS

Work under this task order will be UNCLASSIFIED. This task order does not involve the contractor to access, possess, store, or generate Sensitive Unclassified Information (SUNSI).

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 31310023D0004/31310023F0142.

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.

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.3 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 order shall commence on October 1, 2023 and will expire on March 29, 2025. The term of this task order may be extended at the option of the Government for additional Option Periods.

Base Period: October 1, 2023 through March 29, 2025

Option Periods:

Option Period One: March 30, 2025 through March 29, 2027

Option Period Two: March 30, 2027 through March 29, 2028

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 [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 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.2 2052.215-70 KEY PERSONNEL. (JAN 1993)

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



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

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

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

(End of Clause)

H.3 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:

NRC Primary COR:

Name: Maurice Heath

**Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555**

Phone: 301-415-3137

E-mail: maurice.heath@nrc.gov

NRC Alternate COR:

Name: Christopher Grossman

**Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555**

Phone: (301) 415-0140

E-mail: christopher.grossman@nrc.gov

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

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

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

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

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

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
- (7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

(End of Clause)

I - Contract Clauses

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

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

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

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

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

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to

perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

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

(End of Clause)

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 15 days of contract expiration date.

(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 the period of performance; 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 4 years, 6 months.

(End of clause)