

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 03/01/2024		2. CONTRACT NO. (If any) 31310023D0005		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310024F0016		4. REQUISITION/REFERENCE NO. NRR-24-0010		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. REQUISITIONING OFFICE OFF OF NUCLEAR REACTOR REGULATION	

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, "Structural Engineering Support for Advanced Reactor Licensing Reviews" CONTRACTOR ACCEPTANCE OF TASK ORDER NO. 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			\$907,292.00	
PARKERSBURG		WV	26106-1328			

22. UNITED STATES OF AMERICA BY (Signature)		03/01/2024		23. NAME (Typed) RICHARD W. ROBINSON TITLE: CONTRACTING/ORDERING 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 03/01/2024	CONTRACT NO. 31310023D0005	ORDER NO. 31310024F0016
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>31310024F0016</p> <p>Acceptance of Task Order No. 31310024F0016 under contract No. 31310023D0005 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. 31310024F0016 under Contract No. 31310023D0005:</p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>_____ Date</p> <p>Task Order Base and All Options: \$907,292.00 Task Order Exercised Amount: \$ [REDACTED] Task Order Obligation Amount: \$ [REDACTED]</p> <p>Accounting Info: 2024-X0200-FEEBASED-20-20D006-1061-17-4-173-251B-17-4-173-1061 Period of Performance: 03/04/2024 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: Structural Engineering Support for Advanced Reactor Licensing Reviews

(b) Summary work description: The objective is to obtain technical support from the Center for Nuclear Waste Regulatory Analyses to assist the NRC staff in performing licensing reviews for advanced non-light water reactors for issues related to structural design, seismic analyses, and geotechnical engineering. Specifically, technical support is required to determine the safety adequacy for construction permit or combined operating license applications for the X-energy Xe-100, TerraPower, and Oklo reactors, as well as any supporting technical documentation referenced in the application.

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: \$907,292 of which the sum of [redacted] represents the estimated reimbursable costs, and of which [redacted] 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.

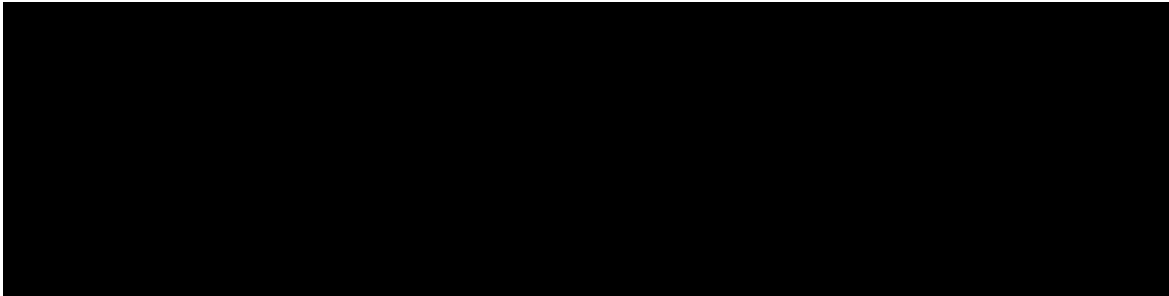
(e) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

(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.

B.3 PRICE/COST SCHEDULE

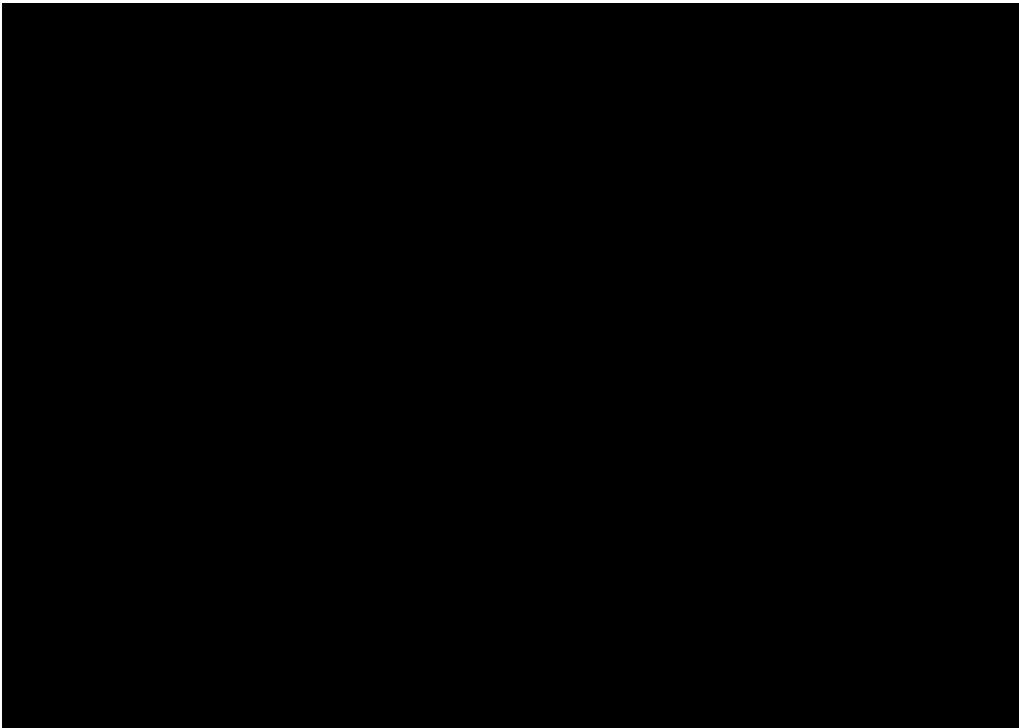
Total Estimated Cost and Fixed-Fee Breakdown by CLIN is presented below.



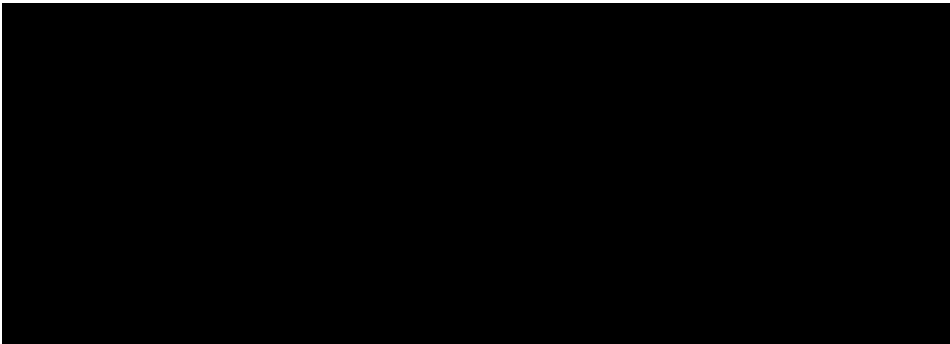
TOTAL	\$907,292
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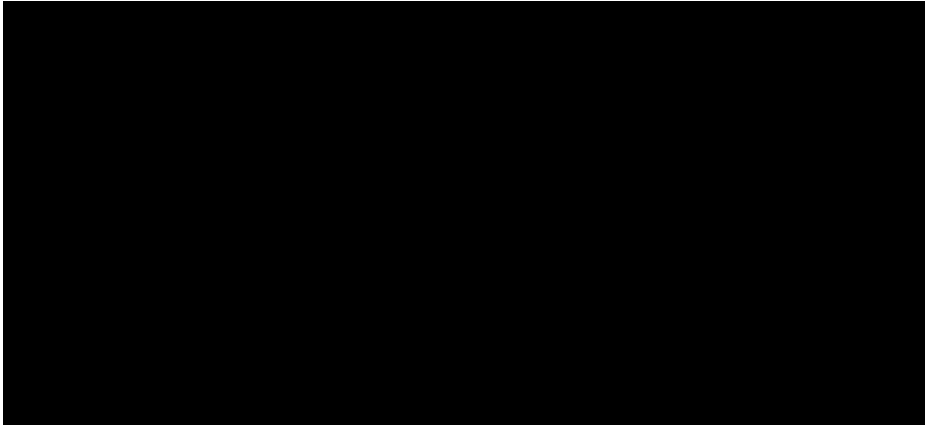
Total Estimated Cost and Fixed-Fee breakdown by cost element for the base period and optional periods by application is presented below.

X-energy

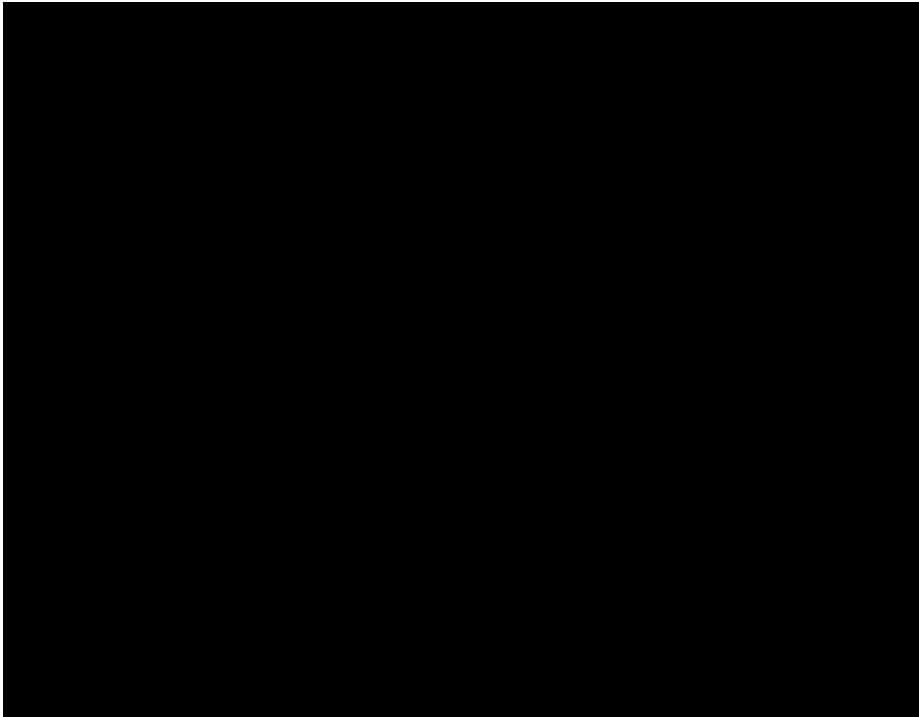


TerraPower





Oklo



C - Description/Specifications

C.1 STATEMENT OF WORK

1. Project Title

Structural Engineering Support for Advanced Reactor Licensing Reviews

2. Background

Title 10 of the *Code of Federal Regulations* (10 CFR) Part 52 “Licenses, Certifications, and Approvals for Nuclear Power Plants” establishes requirements for the issuance of early site permits, standard design certifications, combined licenses, standard design approvals, and manufacturing licenses for nuclear power facilities. 10 CFR Part 50, “Domestic Licensing of Production and Utilization Facilities,” establishes requirements for the licensing of production and utilization facilities. Nuclear Energy Innovation and Modernization Act (NEIMA) required the U.S. Nuclear Regulatory Commission (NRC) to develop licensing strategies that include the use of topical reports, standard design approval, and other appropriate mechanisms as tools to introduce stages into the commercial advanced nuclear reactor licensing process. Pre-application interactions between the NRC and applicants, vendors, and other Government agencies, in a public forum, facilitate the upcoming application review. Applicants can submit topical reports and white papers to seek NRC approval of novel approaches to safety analysis.

The NRC staff performs a completeness determination based on the sufficiency of scope and depth that would facilitate effective completion of the review of the advanced reactor and non-power production and utilization facilities applications, topical reports, and/or white paper submittals. The NRC staff performs a technical review and documents the review in a safety evaluation report (SER). The NRC staff conducts its review in accordance with the regulations and using supporting documentation such as regulatory guidance documents and NUREG-series reports.

The NRC is anticipating a construction permit or combined operating license applications for the X-Energy Xe-100 and Terrestrial Sodium and an Oklo reactor. The Xe-100 is an 80 MWe graphite-moderated, helium-cooled, high-temperature gas reactor cited for Seadrift, Texas. The Terrestrial Sodium 345 MWt sodium-cooled reactor cited for Kemmerer, Wyoming. The NRC anticipates receiving license applications for these reactors in 2024.

3. Objective

The objective is to obtain technical support from the Center for Nuclear Waste Regulatory Analyses (CNWRA), herein referred as contractor, to assist the NRC staff in performing licensing reviews for advanced non-light water reactors for issues related to structural design, seismic analyses, and geotechnical engineering. Specifically, technical support is required to determine the safety adequacy for construction permit or combined operating license applications for the X-energy Xe-100, TerraPower, and Oklo reactors, as well as any supporting technical documentation referenced in the application so the NRC staff can make a licensing decision regarding whether the applications meet regulatory requirements and are in accordance with the guidance provided in the most current edition of NUREG-0800, “Standard Review Plan for the Review of Safety Analysis Reports for Nuclear Power Plants: LWR Edition,” DANU-ISG-2022-01, “Review of Risk-Informed, Technology-Inclusive Advanced Reactor

Applications—Roadmap, May 2023 (Agencywide Documents Access and Management System Accession No. ML22048B546),” and DANU-ISG-2022-02, “Advanced Reactor Content of Application Project Chapter 2 - Site Information, May 2023 (ML22048B541).”

4. Scope of Work

The contractor shall support the technical review of the X-energy Xe-100, TerraPower, and Oklo construction permit or combined operating license applications, as well as any supporting technical documents referenced in the application, for topics related to the seismic analysis of structures, design of safety-related structures, and geotechnical engineering. The contractor shall evaluate the technical sufficiency of the methods described in the submittal against the guidance described under each task and in Section 8, as applicable, unless directed otherwise by the Contracting Officer's Representative (COR).

The contractor will serve on a team with NRC staff to perform the technical review of the application(s) submitted to the NRC. Below is a representative list of the technical areas that the contractor may be required to support. For each application, the contractor shall provide support for the technical review areas as directed by the COR.

Technical review areas

- Stability of Subsurface Materials and Foundations
- Stability of Slopes
- Water Level (Flood) Design
- Turbine Missiles
- Structural and Systems Engineering – Inspections, Tests, Analyses, and Acceptance Criteria Barrier Design Procedures
- Adequacy of Design Features and Functional Capabilities of Man-Made External Hazards
- Seismic Design (Civil/Structural)
- Design of Category I Structures
- New and Spent Fuel Storage
- Overhead Heavy Load Handling Systems

The team will follow the NRC's process for review of a construction permit application and combined license application that includes the following steps:

- Readiness review
- Completeness review
- Preliminary safety evaluation and additional needs identification
- Draft safety evaluation
- Final safety evaluation
- Commission hearing (if applicable)

The contractor shall perform the tasks listed below as required for each application. Guidance documents listed in the task are representative examples. The COR will provide written direction to the contractor on required guidance documents before start of the task. The contractor will support and virtually participate in clarification calls with the applicant as necessary throughout the review process.

Task 1 Kick-Off Meeting

The contractor shall participate in a virtual kick-off meeting with the NRC staff. The purpose of the kick-off meeting will be to discuss the project described in this statement of work and for the NRC staff to answer any questions from the Contractor. The meeting will be conducted via Microsoft Teams. The contractor shall prepare a written summary of the meeting that includes, at a minimum, the following information: (1) identification of meeting participants from the NRC and CNWRA, (2) minutes of the meeting that clearly describe the substance of the meeting, and (3) any follow-up items and decisions from the meeting.

Task 2 Preapplication Readiness Activities

The contractor shall perform a readiness assessment of the applicants' applicable Preliminary Safety Analysis Report (PSAR) sections (the sections covering the above listed technical review areas) using the guidance and criteria in LIC-116, "Preapplication Readiness Assessment," Revision 0, August 3, 2020 (ML20104B698). For applications based on Licensing Modernization Project (LMP) (NEI 18-04), "Risk-Informed Performance-Based Technology Inclusive Guidance for Non-Light Water Reactor Licensing Basis Development Report," Revision 1, August 2019, the contractor shall assess whether the content of the application also meets the criteria or guidance within: (1) Draft Regulatory Guide 1.253, "Guidance for a Technology-Inclusive Content-Of-Application Methodology to Inform the Licensing Basis and Content of Applications for Licenses, Certifications, and Approvals for Non-Light-Water Reactors," Revision 1, August 2023 (ML23194A194); (2) NEI 21-07, "Technology Inclusive Guidance for Non-Light Water Reactors," Revision 0, August 2021; DANU-ISG-2022-01, "Review of Risk-Informed, Technology-Inclusive Advanced Reactor Applications—Roadmap," May 2023 (ML22048B546); and (3) DANU-ISG-2002-2, "Advanced Reactor Content of Application Project, Chapter 2, 'Site Information' Draft Interim Staff Guidance," May 2023 (ML22074A146). The contractor shall document the findings of their readiness assessment.

The contractor shall review materials to establish the level of familiarity with the reactor design(s) and reactor location(s) necessary to perform subsequent tasks. This may include previously submitted design documents, topical reports, white papers, or public meeting summaries, that will be identified by and provided by the COR. The contractor shall also participate in meetings that the COR determines are necessary for planning the schedule, scope, or other details pertaining to the completeness review or safety evaluation.

Task 3 Completeness Review

The contractor shall perform a completeness review for the applicant's applicable PSAR sections using the criteria in Section 3.1.2, "Technical Staff Criteria," of LIC-109, "Acceptance Review Procedures," July 2020. The contractor's completeness review will consider the guidance in Enclosure 3, "Information Insufficiency Examples," to LIC-109.

For applications based on Licensing Modernization Project (LMP) (NEI 18-04), "Risk-Informed Performance-Based Technology Inclusive Guidance for Non-Light Water Reactor Licensing Basis Development Report," Revision 1, August 2019, the contractor shall, at the direction of the COR, utilize the criteria or guidance within: (1) Draft Regulatory Guide (RG) 1.253, "Guidance for a Technology-Inclusive Content-Of-Application Methodology to Inform the Licensing Basis

and Content of Applications for Licenses, Certifications, and Approvals for Non-Light-Water Reactors,” Revision 1, August 2023 (ML23194A194); (2) NEI 21-07, “Technology Inclusive Guidance for Non-Light Water Reactors,” Revision 0, August 2021; DANU-ISG-2022-01, “Review of Risk-Informed, Technology-Inclusive Advanced Reactor Applications—Roadmap,” May 2023 (ML22048B546); and (3) DANU-ISG-2002-2, “Advanced Reactor Content of Application Project, Chapter 2, ‘Site Information’ Draft Interim Staff Guidance,” May 2023 (ML22074A146).

The contractor shall document their completeness review using LIC-109, Section 3.2, to include a recommendation on if there is sufficient information to conduct a detailed review. If there are sufficient deficiencies in the applicants PSAR, the contractor should also provide the NRC with a recommendation on any resource or schedule changes needed to complete the detailed review.

Task 4 Preliminary Safety Evaluation and Additional Information Needs Identification

a. Initial Review

The contractor shall perform an initial review of the applicable PSAR sections to gain an understanding of the material. For applications based on LMP, the contractor shall, at the direction of the COR, utilize the criteria or guidance within: (1) Draft RG 1.253, (2) NEI 21-07, and (3) DANU-ISG-2002-2. The contractor shall document their initial review in a preliminary safety evaluation. If the contractor identifies areas where the applicant’s PSAR sections lacks sufficient information to reach necessary conclusions these should be denoted as “holes.” The contractor shall use “Safety Evaluation Template for Topical Reports,” January 2022 (ML20283A656, non-publicly available) and “Safety Evaluation Content Guide for Topical Report Reviews,” February 2021 (ML20283A663, non-publicly available). The contractor shall identify areas where the applicant’s PSAR sections lack sufficient information and develop questions to get the desired information from the applicant (if needed). For each contractor question, the NRC staff will determine the most appropriate method for obtaining the necessary information (e.g., meeting, clarification call, audit, request for additional information).

b. Audit Plan and Audit Summary Report

For the applicant’s PSAR sections, the contractor shall precipitate in the audit, develop an audit plan and an audit summary report. The NRC uses audits to gain understanding, verify information, and identify information that needs to be submitted on a docket to support an NRC decision. The contractor shall use LIC-111, “Regulatory Audits,” Revision 1, October 31, 2019, (ML19226A274) to perform this task. The contractor will follow the format and content of the example audit plan, “Brunswick Steam Electric Plant, Units 1 and 2 - Regulatory Audit Plan in Support of License Amendment Request to Revise Technical Specifications to Adopt Risk-Informed Completion Times,” September 2021 (ML21260A074) and the example audit summary report at Brunswick Steam Electric Plant, Units 1 and 2 - Regulatory Audit Summary Regarding License Amendment Request to Revise Technical Specifications to Adopt Risk-Informed Completion Times,” December 2021 (ML21348A719). Section 4.1 of LIC-111 states, “To the extent possible, the audit team leader should prepare a list of documents, discussion topics, and any other special requests that are needed to support the audit. These items should be added to the audit plan and communicated to the licensee either orally or in writing, typically 14 days before the regulatory audit.” However, for this audit plan, the contractor (not the audit team

leader) will prepare the list of documents, discussion topics, and any other special requests and include these items in the audit plan. The NRC staff will provide the following information for inclusion in the audit plan: team assignments, logistics, special requests, and deliverables, which are described in LIC-111, Section 4.2.e through 4.2.h.

c. Requests for Additional Information (RAIs)

If the NRC staff determines that information needed to answer a contractor question should be addressed through issuance of an RAI, the contractor shall develop an RAI and evaluate whether the applicant's RAI response resolves the question. An RAI is one means to obtain information that the NRC deems necessary for resolving safety issues that are not adequately addressed in a licensing submittal. A specific type of RAI is a request for conformation of information (RCI). RCIs may be used in cases where the reviewer has identified specific non-docketed information that is necessary to support a regulatory finding during the review (e.g., during an audit). In these cases, the NRC staff does not seek an open-ended response to a particular question, but only confirmation of the information outlined in the RCI. The contractor shall use LIC-115, "Processing Requests for Additional Information," Revision 1, August 2021, (ML21141A238).

Task 5 Draft Safety Evaluation

a. Draft Safety Evaluation

The contractor shall prepare a draft safety evaluation from the previously developed preliminary safety evaluation. The "holes" will be filled using information provided by the applicant on the docket.

b. Advisory Committee on Reactor Safeguards (ACRS) Review

The ACRS provides independent technical review and advice to the NRC on the safety of existing and proposed nuclear facilities and on the adequacy of proposed reactor safety standards. The NRC staff will provide a briefing to the ACRS as requested on the NRC staff's review of the PSAR. The contractor shall support these briefings for the contractor's PSAR sections. These briefing typically take place at ACRS subcommittee and full committee meetings. Support may include preparation of briefing materials for the subcommittee and full committee meetings, attending the meetings, and answering questions from the ACRS.

Task 6 Final Safety Evaluation

The NRC will provide comments to the contractor based on relevant comments from the applicant (i.e., identification of proprietary information) from the Draft SE, the staff's concurrence review, and any ACRS comments (the ACRS will issue a letter regarding the PSAR and the staff's safety evaluation for the PSAR). The contractor shall prepare a final safety evaluation that addresses the comments provided by the COR. The NRC may decide there are no comments that warrant revising the contractor's SE sections.

Task 7 Commission hearing

The contractor will support the Commission hearing following the guidance in LIC-201, "NRR

support to the Hearing Process," Revision 3, March 2008 (ML080730530 non-public). For example, contractor support may be needed to answer pre-hearing questions from the Commission.

It is presently anticipated that petitioners may submit written contentions on the license applications on and/or NRC’s proposed licensing action for consideration by the NRC Commission. If the NRC Commission grants standing to any of the petitioners and admits any of the proffered contentions, the NRC Commission will hold a “contested” hearing held on the project. If needed and as directed by the COR, the Contractor shall support the NRC staff by reviewing the submitted contentions and providing written responses (including copies of reference materials, as necessary) to these contentions, as well as other written materials in response to interrogatories from the NRC Commission on the contentions and related matters, as required. If needed and as requested by the COR, the Contractor shall also review and provide written comments on any written materials submitted by the applicant and other parties relevant to the submitted contentions. It shall be assumed that up to ten (10) contentions on issues will be submitted by petitioners. Support may include preparation of briefing materials for the NRC staff and Commission, attending the meetings, and answering questions from the Commission.

5. Reporting Requirements

Monthly Letter Status Report (MLSR)

The contractor shall provide a Monthly Letter Status Report (MLSR) per Section C.6 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, the Alternate COR and the Contracting Officer (CO) by the 20th calendar day of the following month.

6. Deliverables and Delivery Schedule

The below are representative deliverables which may be required for each Task with anticipated deliverable dates. Licensing reviews are dependent upon applicant schedules and responsiveness. The deliverables and due dates in the table below are subject to change by the COR. Changes to the deliverables and due dates will be submitted by the COR in writing. All deliverables shall include the applicable markings: Proprietary, Export Controlled, and/or Safeguards Information. If a deliverable contains Safeguards Information, a redacted version of the deliverable without the Safeguards Information shall be provided. Deliverables containing SGI shall not be marked with a higher security classification level. Deliverables shall be provided in a Microsoft Word, Adobe PDF format, and PowerPoint as applicable. Additionally, digital files containing the raw data used to generate plots and figures within the deliverables, e.g., Microsoft Excel, shall be provided separately.

Deliverables	Due Date¹ (time after start of review unless otherwise noted)	
	(X-energy and TerraPower)	(Oklo)

Task 1 - Kick-off Meeting Summary	1 week after meeting	1 week after meeting
Task 2 - Preapplication Readiness Activities Readiness review input	1 month	1 month
Task 3 - Completeness Review Acceptance review input	1 month	1 month
Task 4 - Preliminary Safety Evaluation and Additional Information Need Identification		
a. Preliminary Safety Evaluation Questions for applicant	4 months	4 months
b. Audit plan	5 months	6 months
Audit Summary Report	6 months	8 months
c. RAIs	7 months ²	10 months ²
Task 5 - Draft Safety Evaluation		
a. Draft SE with "holes" filled	9 months	12 months
b. ACRS briefing material and/or responses to ACRS questions	12 months	14 months
Task 6 - Final Safety Evaluation Final SE addressing comments from COR	14 months	16 months
Task 7 - Commission Hearing Responses to Questions and Comments	18 months	20 months

¹The due dates are approximate due to uncertainties such as applicant response time.

²The due date for RAIs is 2 months less if there is no audit.

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
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	(1) E202 General Exceptions

Exceptions section below)	
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. Applicable Publications (Current Editions)

The contractor shall comply with the following applicable regulations, publications, manuals, and local policies and procedures described in Section 4 and below unless directed otherwise by the COR:

1. RG 1.232, "Guidance for Developing Principal Design Criteria for Non-Light-Water Reactors", ADAMS Accession No. ML17325A611
2. RG 1.217, Revision 0, "Guidance for the Assessment of Beyond-Design-Basis Aircraft Impacts" ADAMS Accession No. ML092900004
3. RG 1.233, "Guidance for a Technology-Inclusive, Risk-Informed, and Performance-Based Methodology to Inform the Licensing Basis and Content of Applications for Licenses, Certifications and Approvals for Non-Light Water Reactors" ADAMS Accession No. ML20091L698
4. RG 1.87, Rev.2, "Acceptability of ASME Section III, Division 5, 'High Temperature Reactors'" ADAMS Accession No. ML22101A263
5. NUREG-1379, Rev.3, "NRC Editorial Style Guide," ADAMS Accession No. ML22115A119

9. Personnel Qualification Requirements and Estimated Level of Effort

Key Personnel will be limited to the Project Manager, if they contribute substantively to the task order, and the Principal Investigator(s). The Project Manager, and Principal Investigators in the areas of Structural Engineering and Seismology, will meet the below minimum qualifications.

Labor Category	Minimum Qualification Requirement
Project Manager (PM)	Bachelor's degree in engineering or geology or a physical science related to geology AND Minimum 5 years' experience of contract management AND Have experience managing projects of similar nature and complexity. The Project Manager shall also have knowledge and experience of NRC regulatory requirements.
Senior Structural Engineer	Master's Degree in Structural Engineering or Related Field AND Minimum 10 years' experience related to structural engineering
Senior Seismologist	Master's Degree in Geology or Related Field AND Minimum 10 years' experience related to seismology

10. Government-Furnished Property

As stated in Section 13 below, all Export Controlled Information (ECI) and Safeguards Information (SGI) shall be processed using a Government-furnished computer or through a Government-approved remote desktop application. The NRC will decide at the start of work which method to use. Therefore, the Government may provide a government-furnished computer.

11. Place of Performance

The work will take place at the contractor’s site except for travel in Section 12 below.

12. Travel/Meetings

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

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

Travel maybe required during the task order performance to include but not limited to, meeting with the applicant, participating in an audit, and to attend ACRS as directed by the COR. For purposes of preparing a proposal assume the following travel:

	X-energy	TerraPower	Oklo
Number of trips	3	3	3
Number of travelers	2	2	2
Number of days per trip	3	3	3
Location	NRC HQ North Bethesda, MD or elsewhere within the U.S.	NRC HQ North Bethesda, MD or elsewhere within the U.S.	NRC HQ North Bethesda, MD or elsewhere within the U.S.

All travel requires prior written approval by the COR.

13. Security Requirement

Work on this task order may involve the handling of documents that contain proprietary information, Export Controlled Information (Refer to NRC Local Clause Definition and Handling of Export Controlled Information) and Safeguards Information. All information shall be processed in accordance with NRC Management Directive 12.5, "NRC Cybersecurity Program." All safeguards information shall be processed in accordance with Management Directive 12.7, "NRC Safeguards Information Security Program." All deliverables shall include the applicable markings: Proprietary, Export Controlled, and/or Safeguards Information. Deliverables containing SGI shall not be marked with a higher security classification level.

14. License Fee Recovery

Work under this task order is license-fee recoverable.

D - Packaging and Marking

D.1 PACKAGING AND MARKING

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

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

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

D.2 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation, under Contract/order number 31310023D0005/31310024F0016.

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.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 order shall commence on March 4, 2024 and will expire on March 29, 2025. The term of this task order may be extended at the option of the Government for an additional two Option Periods as shown below. The option periods of this task order will only be exercised should the base contract option periods be exercised.

Base Period: March 4, 2024 - March 29, 2025

Option Period(s):

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

Option Period Two: March 30, 2027 - September 30, 2027

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] (Base Period: [REDACTED] and Option Period [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 NRC SPECIFIC INFORMATION (AUG 2023)

SECTION H - Special Contract Requirements as set forth in the Base Contract

H.2 SECURITY REQUIREMENTS FOR CONTRACTORS (JULY 2022)

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

H.2 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2023)

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 (30) calendar 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 Manger: [REDACTED]
Principal Investigator Senior Structural Engineer: [REDACTED]
Principal Investigator Senior Seismologist: [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)

* To be incorporated into any resultant contract

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:

NRC Primary COR:

Name: Matthew Gordon
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
Washington, DC 20555
Phone: 301-415-2152
E-mail: matthew.gordon@nrc.gov

NRC Alternate COR:

Name: Luisette Candelario-Quintana

**Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
Washington, DC 20555
Phone: 301-415-8189
E-mail: luisette.candelario-quintana@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 52.217-9 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 3 years and seven-months.

(End of clause)

J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	NRC FORM 187 CONTRACT SECURITY AND-OR CLASSIFICATION REQUIREMENTS	12/06/2023