

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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26

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

1. DATE OF ORDER 02/25/2019		2. CONTRACT NO. (If any) GS00F010CA		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310019F0014		4. REQUISITION/REFERENCE NO. RES-19-0001		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M JEFFREY R MITCHELL 301-415-5074 WASHINGTON DC 20555-0001				c. CITY WASHINGTON	e. ZIP CODE 20555-0001
7. TO: [REDACTED]				f. SHIP VIA	
a. NAME OF CONTRACTOR ICF INCORPORATED LLC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS 9300 LEE HIGHWAY				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY FAIRFAX		e. STATE VA	f. ZIP CODE 220316050		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE OFF OF NUCLEAR REG RESEARCH	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF				12. F.O.B. POINT	
a. INSPECTION Destination		b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/31/2021	
14. GOVERNMENT B/L NO.				16. DISCOUNT TERMS 30	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The contractor shall provide the U.S. Nuclear Regulatory Commission with technical support for the revision of NRC's Replacement Energy Cost Estimates for Nuclear Power Plants as described in the Statement of Work and Other Terms and Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME ASAP GRANT FUNDS REIMBURSEMENT SYS						\$0.00
	b. STREET ADDRESS (or P.O. Box) US TREASURY						
c. CITY				d. STATE	e. ZIP CODE	\$239,427.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

02/25/2019



23. NAME (Typed)  
JEFFREY R. MITCHELL  
TITLE: CONTRACTING/ORDER NG OFFICER

ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION

PAGE NO  
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
02/25/2019	GS00F010CA	31310019F0014

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Conditions attached to this Delivery Order.  Total Firm Fixed Price \$239,427.00 Total Obligations \$239,427.00  Enclosures: Attachment No. 1 Fixed Price Billing Instructions (IPP) Attachment No. 2 Subpart 2009.5 Organizational Conflicts of Interest  Acceptance of 31310019F0014 should be made by having an official, authorized to bind your organization.  _____ ICF Authorized Official Date Period of Performance: 02/26/2019 to 03/31/2021					

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

\$0.00

**SECTION B – SUPPLIES OR SERVICES****B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)**

(a) The title of this project is: Revision of NRC's Replacement Energy Cost Estimates for Nuclear Power Plants

(b) Summary work description: The objective of this action is to obtain contractor support for revising the NRC's replacement energy cost estimates. The NRC staff expects the contractor to support the development of an electricity market price forecasting model, such as the Aurora Power Markets model, or a comparable alternative, that provides both short- and long-term replacement energy cost estimates for selected markets and plant units within the markets.

(End of Clause)

**B.2 CONSIDERATION AND OBLIGATION – FIRM-FIXED-PRICE (AUG 2011)**

The total amount of the Firm-Fixed-Price portion of this contract is \$239,427.00, and this amount is fully-funded.

(End of Clause)

**B.3 PAYMENT SCHEDULE**

<b>PRICE SCHEDULE</b>			
<b>CLIN</b>	<b>DESCRIPTION</b>	<b>STATEMENT OF WORK DELIVERABLE</b>	<b>FIRM FIXED AMOUNT</b>
00001	Task 1 – Kickoff Meeting	N/A	\$ [REDACTED]
00002	Task 2 – Technical Report	1	\$ [REDACTED]
00003	Address NRC comments on Task 2 technical report and prepare input for draft NUREG	2	\$ [REDACTED]
00004	Task 3 – Technical report	3	\$ [REDACTED]
00005	Address NRC comments on Task 3 technical report and prepare input for draft NUREG	4	\$ [REDACTED]
00006	Task 4 – Draft NUREG	5	\$ [REDACTED]
00007	Address NRC comments on Task 4 draft NUREG	6	\$ [REDACTED]
00008	Task 5 – Support public meeting on draft NUREG	7 & 8	\$ [REDACTED]
	Task 5 - Support ACRS		

	Subcommittee briefing on draft NUREG		
00009	Task 5 – Support NRC response to ACRS Subcommittee comments and incorporate the recommended revisions to the draft NUREG  Task 5 - Support ACRS Full Committee briefing on draft NUREG	9 & 10	\$ [REDACTED]
00010	Task 5 – Support NRC response to ACRS Full Committee comments, and incorporate the recommended revisions to the draft NUREG	11	\$ [REDACTED]
0010	Task 5 - Produce camera-ready, NUREG	12	\$ [REDACTED]
<b>TOTAL AMOUNT</b>			<b>\$239,427.00</b>

## **SECTION C - STATEMENT OF WORK**

### **1. PROJECT TITLE**

The title of the proposed acquisition/task order is: "Revision of NRC's Replacement Energy Cost Estimates for Nuclear Power Plants." The U.S. Nuclear Regulatory Commission (NRC) staff is seeking technical assistance from a contractor to develop revised estimates of expected costs for replacement energy for nuclear power plants. The term replacement energy cost as used in the Request for Quotation refers to the forecasted market clearing price at which supply equals demand for the forecasted period and the specified power market.

### **2. BACKGROUND**

As part of its regulatory responsibilities, the NRC performs regulatory analyses to support a variety of regulatory actions that affect nuclear power reactor licensees. A regulatory analysis is a tool provided to decision makers that evaluates the need for, and the consequences of, a proposed regulatory action. The analysis recommends a preferred alternative from the potential courses of action studied and documents the analysis in an organized and understandable format.

In performing regulatory analyses related to power reactor regulatory actions, replacement energy costs often are one of the key impacted attributes identified by the NRC staff in its analyses. Replacement energy costs are most commonly identified or used as attributes within two separate categories: as industry implementation costs; or as part of averted onsite property costs. Replacement energy costs are identified as industry implementation costs when proposed regulatory actions need to be performed while a plant is not operating. They are specifically referred to as short-term replacement power. When used in this category, replacement energy costs can typically be a significant portion of the total implementation costs.

Replacement energy costs can also be used to estimate averted onsite property costs, and, as a consequence, be presented as a benefit in regulatory analyses. This is generally addressed in the onsite property costs attribute and is referred to as long-term replacement power. When a proposed regulatory action results in a decrease of either the consequences or probability of a severe accident, the resulting decrease in plant shutdown time will result in savings of replacement energy costs.

Although the NRC published estimates for both long-term and short-term, plant-specific replacement energy costs in NUREG/CR-6080, "Replacement Energy, Capacity, and Reliability Costs for Permanent Nuclear Reactor Shutdowns," dated October 1993; and in NUREG/CR-4012, "Replacement Energy Costs for Nuclear Electricity-Generating Units in the United States," dated September 1997, many changes have occurred in the electrical generation and transmission markets since the publication of these documents. The most important of these changes were the deregulation of electricity generation markets in several U.S. states. Deregulation has also occurred in the electricity transmission market. Furthermore, the Federal Energy Regulatory Commission (FERC) has instituted various rulemakings since then that have also impacted electricity transmission costs. These have also affected overall replacement energy costs.

During Fiscal Year (FY) 2010, the NRC awarded a contract to IHS Global Insight (IHS) to develop revised estimates for replacement energy cost for nuclear power plants. The terms of the contract required IHS to provide estimates of replacement energy costs for a one-day, one-week, and one-year outage for year 2011 and for ten years after. Under the terms of the contract, IHS provided the NRC reports detailing their approach and methodology for estimating replacement energy costs. In general, IHS identified key modeling parameters (fuel prices, transmission costs, emissions costs) to be considered, identified the market areas for the analysis and representative units within each market area, and a justification for their selection. Once the modeling parameters, market areas, and representative units within each market area were selected, IHS developed replacement energy costs for the selected units. Due to funding constraints and emerging higher priority activities, a final NUREG report for replacement energy costs was not completed or published.

### **3. PROJECT DESCRIPTION AND OBJECTIVE(S)**

The objective of this action is to obtain contractor support for revising the NRC's replacement energy cost estimates. The NRC staff expects the contractor to support the development of an electricity market price forecasting model, such as the Aurora Power Markets model, or a comparable alternative, that provides both short- and long-term replacement energy cost estimates for selected markets and plant units within the markets. The scope of this contract covers work activities up to the publishing of a draft NUREG for public comment.

### **4. STATEMENT OF WORK TASKS**

#### **Task 1**

Within two weeks of the contract award, the contractor will attend a kick-off meeting at the NRC Headquarters (HQ) in Rockville, MD (if the awarded contractor is local) or teleconference (if the awarded contractor is outside the Washington D.C. metropolitan area), to discuss contract terms, personnel, and other items related to the execution of the contract tasks. During the meeting, the NRC staff will provide the contractor copies of the 2011 IHS report on replacement energy costs, discuss the necessary revisions, and answer questions from the contractor on this subject.

#### **Task 2**

The contractor will prepare and deliver a technical report discussing the following:

- Power generation cost outlooks from the Department of Energy's (DOE's) Energy Information Administration (EIA) Annual Energy Outlook (AEO) over a 10-year interval beginning with year 2020 through 2030.
- Perform research and provide alternative cost outlook scenarios, their bases, and a discussion of the differences relative to DOE's AEO estimates for NRC review. If the contractor's research indicates that publicly available assumptions such as those from EIA's Annual Energy Outlook should be used, the contractor should provide justification for this approach for NRC review.

- Provide the recommended criteria for forecasting the range of incremental market prices between the reference case and the alternative case for each U.S. energy market, the bases, and a discussion of the differences relative to the criteria used in the 2011 IHS revised replacement energy costs report. If the contractor believes that an alternative geographic disaggregation model would be preferable, then the contractor should provide the bases for NRC review.
- The proposed model and methodology to be used for estimating incremental replacement energy costs between the reference case and the alternative case that covers the 10-year time interval.

The NRC staff will provide comments on the technical report and technical direction regarding identified alternative approaches, which the contractor will address and incorporate as input into the draft NUREG.

### **Task 3**

The contractor will prepare and deliver a technical report discussing the following:

- Estimates of the incremental cost of replacement energy for one-day, one-week, and one-year outages that forecasts the range of market prices for each U.S. energy market using the criteria and methodology established in Task 2.
- Estimates of these incremental costs for a 10-year interval beginning with year 2020 through 2030.
- Guidance to the NRC staff on how to estimate replacement energy costs for particular situations it may desire, such as varying lengths of outage time, or alternative plants within the selected market areas.

The NRC staff will provide comments on the technical report, which the contractor will address and incorporate as input into the draft NUREG.

### **Task 4**

The contractor will prepare and deliver a technical report that contains the results of Tasks 2 and 3 in NUREG format in accordance with the NRC NUREG template and related instructions that the COR will provide. In addition, the contractor will perform quality technical editing on the NUREG. NRC [Management Directive 3.7](#), "NUREG-Series Publication", dated March 2014 (Agency wide Documents Access and Management System (ADAMS) Accession No. ML18073A090) along with [NUREG-0650](#), Revision 2, "Preparing NUREG-series Publications," dated January 1999 (ADAMS Accession No. ML041050294) provide further direction and guidance regarding the production and publication of NUREG-series documents.

The contractor will edit all content for correct syntax; grammar; punctuation; spelling; and consistent use of acronyms, symbols, abbreviations, and terms, following the guidelines in the latest revision of [NUREG-1379](#), "NRC Editorial Style Guide," [NUREG-0650](#), "Preparing NUREG-Series Publications," [NUREG-0544](#), "NRC Collection of Abbreviations," and any specific style guidance provided for the given work orders.

## **Task 5**

The contractor will attend and participate in one public meeting and two meetings before the Advisory Committee on Reactor Safeguards (ACRS), located at NRC Headquarters, to discuss the technical report from task 4. The contractor will develop the presentations and briefing notes in support of these meetings. The contractor will also provide verbal expert advice in the resolution of technical questions and comments obtained through these public meetings. Following the NRC review and comment, the contractor will revise the draft NUREG to address the comments from these meetings. As a baseline the NRC expects to receive up to 10 comments.

## **5. APPLICABLE DOCUMENTS AND STANDARDS**

After contract award, the NRC staff will provide the contractor a summary of the draft 2011 Replacement Energy Costs for Nuclear Power Plants Report developed by IHS. In its report summary, the NRC staff will identify the units selected by IHS as representative of the highest and lowest replacement energy costs within each market region. The contractor will use the criteria identified in this report to estimate incremental replacement energy costs for each market region between the reference case and the alternative case.

## **6. DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS**

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

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

The schedule for deliverables will be contained in the approved Project Plan for the task order effort, which is included as a deliverable in the table below.

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

## **Deliverable Schedule**



<b>Deliverable Number</b>	<b>Description</b>	<b>Quantity/Media</b>	<b>Estimated Date for Completion</b>
	Award contract		February 2019
	Task 1 – Kickoff meeting		Two weeks after award (February 2019)
1	Task 2 – Technical report	Electronic format (.docx) via email	Six weeks after kickoff meeting (March 2109)
2	Address NRC comments on Task 2 technical report and prepare input for draft NUREG		Two weeks after receipt of comments on Task 2 (March 2019)
3	Task 3 – Technical report	Electronic format (.docx) via email	Six weeks after completion of Task 2 (April 2019)
4	Address NRC comments on Task 3 technical report and prepare input for draft NUREG		Two weeks after receipt of comments on Task 3 (April 2019)
5	Task 4 – Draft NUREG	Electronic format (.docx) via email	Two weeks after completion of Task 3 (May 2019)
6	Address NRC comments on Task 4 draft NUREG	Electronic format (.docx) via email	Four weeks after receipt of NRC comments on Task 4
7	Task 5 – Support public meeting on draft NUREG	Electronic format (.docx) via email	Draft presentation materials (TBD)
8	Task 5 - Support ACRS Subcommittee briefing on draft NUREG	Electronic format (.docx) via email	Draft presentation materials (TBD)
9	Task 5 – Support NRC response to ACRS Subcommittee comments and incorporate the recommended revisions to the draft NUREG	Electronic format (.docx) via email	Two weeks after completion of ACRS Subcommittee briefing (TBD)
10	Task 5 - Support ACRS Full Committee briefing on draft NUREG	Electronic format (.docx) via email	Draft presentation materials (TBD)
11	Task 5 – Support NRC response to ACRS Full Committee comments, and incorporate the recommended revisions to the draft NUREG	Electronic format (.docx) via email	Two weeks after completion of ACRS Full Committee briefing (TBD)
12	Task 5 - Produce camera-ready, NUREG	Electronic format (.docx) via email, plus 5	TBD following incorporation of recommended revisions to the draft NUREG

<b>Deliverable Number</b>	<b>Description</b>	<b>Quantity/Media</b>	<b>Estimated Date for Completion</b>
		copies on CD-ROM or other media	
13	Monthly Status Letter Reports	Electronic format via email	15 <sup>th</sup> of each month

The above deliverables will be submitted to the Contracting Specialist (CS) and COR. Unless otherwise directed by the COR or the CO, the contractor must provide all deliverables except the Monthly Letter Status Reports (MLSR) as draft products. The COR will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor will revise the draft deliverable based on the comments provided by the COR and then deliver a revised version of the deliverable, which will then be considered the Final Version. When mutually-agreed upon between the contractor and the COR, the contractor may submit preliminary or partial drafts to help gauge the contractor's understanding of the particular work requirement. More than one round of drafts may be needed if the contractor does not successfully incorporate the COR's comments on the previous draft.

#### **Monthly Letter Status Report (MLSR)**

The contractor will provide an electronic version of the MLSR to the Technical Monitor, CS, and COR by the 15<sup>th</sup> of each month. The report will provide the technical and financial status of the effort.

The technical status section of the MLSR will contain a summary of the work performed during the reporting period, and milestones reached, or if missed, an explanation of why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status will include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the MLSR will include the following information: the total task order ceiling amount; funds obligated to-date; total costs incurred in the reporting period, broken down costs; and total cumulative costs incurred-to date. The MLSR will also contain the balance of obligated funding remaining at the end of the reporting period, and the balance of funds required to complete the contract. Additionally, if applicable, the MLSR will address the status of the Contractor Spending Plan (CSP), showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The MLSR should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month.

In the event that the data in the MLSR indicates a need for additional funding beyond that already obligated to the task order for that reporting period, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause (FAR 52.232-22).

#### **New Standards for Contractors who Prepare NUREG-Series Manuscripts**

The NRC captures each final NUREG-series publication in its native application. Therefore, the contractor must submit the draft NUREG that has been approved by your NRC COR in both electronic and camera-ready formats.

All format guidance, as specified in NUREG-0650, Revision 2, will remain the same with one exception. The contractor will no longer be required to include the NUREG-series designator on the bottom of each page of the manuscript. The NRC will assign this designator when the NRC sends the camera-ready copy to the printer and will place the designator on the cover, title page, and spine. The designator for each report will no longer be assigned when the decision to prepare a publication is made. The NRC's Publishing Services Branch will inform the NRC COR of the assigned designator when the final manuscript is sent to the printer.

For the electronic manuscript, the contractor will prepare the text in Microsoft Word, and use any of the following file types for charts, spreadsheets, and the like.

File Types to be Used for NUREG-Series Publications	
File Type	File Extension
Microsoft® Word®	.docx
Microsoft® PowerPoint®	.pptx
Microsoft® Excel	.xlsx
Microsoft® Access	.accdb
Portable Document Format	.pdf

This list is subject to change if new software packages come into common use at the NRC or by our licensees or other stakeholders that participate in the electronic submission process. If a portion of your manuscript is from another source and you cannot obtain an acceptable electronic file type for this portion (e.g., an appendix from an old publication), the NRC can, if necessary, create a tagged image file format (file extension .tif) for that portion of your report. Note that you should continue to submit original photographs, which will be scanned, since digitized photographs do not print well.

If you choose to publish a compact disk (CD) of your publication, place on the CD copies of the manuscript in (1) a portable document format (PDF); (2) a Microsoft Word file format, and (3) an Adobe Acrobat Reader, or, alternatively, print instructions for obtaining a free copy of Adobe Acrobat Reader on the back cover insert of the jewel box.

## **7. GOVERNMENT-FURNISHED PROPERTY**

The NRC will provide any relevant NRC documents that the contractor does not have (e.g. NUREG/BR-0058, 2010 Draft report “Revised Replacement Energy Costs for Nuclear Power Plants” by IHS Global Insights Inc.).

## **8. PLACE OF PERFORMANCE**

All work will be performed at the contractor’s site.

## **9. SPECIAL CONSIDERATIONS**

### **TRAVEL/MEETINGS**

The contractor should plan to travel to the NRC HQ for a contract kickoff meeting (discussed in Task 1), and in support of public meetings and ACRS briefings (as discussed in Task 5). Prior to any trip taken during the period of performance under this contract, the contractor shall obtain approval from the assigned COR.

Contractor support activities for public meetings and ACRS briefings include:

- a) Draft handouts or slides
- b) Attend meetings
- c) Travel to meetings
- d) Participate in discussions
- e) Document detailed meeting notes
- f) Draft meeting summaries
- g) Provide proposed revisions to deliverable(s) to address questions raised at the meetings and resolve submitted public comments.

The contractor shall provide draft handouts or slides within 5 business days of receipt of the request from the COR. The contractor shall provide a meeting summary with detailed notes and draft responses to questions within 5 business days after each meeting.

### **LICENSE FEE RECOVERY**

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

## **SECTION D – PACKAGING AND MARKING**

### **D.1 NRCD020 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 Regulatory Research, under Contract/order number **GS00F0010CA – 31310019F0014**.

### **D.2 NRCD010 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

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

10. Refer to Section C.6 entitled "DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS"

(End of Clause)

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

The period of performance is from February 26, 2019 through March 31, 2021.

(End of Clause)

### **F.2 PLACE OF DELIVERY-REPORTS**

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

Electronic copies to:

NRC Contracting Officer's Representative (COR) – [REDACTED]

NRC Alternative COR – [REDACTED]

Contracting Officer (CO) – [REDACTED]

### **F.3 OPTION PERIODS – TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (AUG 2011)**

The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested POP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

(End of Clause)

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 REGISTRATION IN FEDCONNECT® (JULY 2014)**

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

### **G.2 ELECTRONIC PAYMENT (DEC 2017)**

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

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

(End of Clause)



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 2052.215-70 KEY PERSONNEL. (JAN 1993)

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

NAME	POSITION DESCRIPTION
[REDACTED]	Project Manager

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

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

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

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

(End of Clause)

### H.2 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY

(a) The contracting officer's authorized representative hereinafter referred to as the COR for this contract is:

Name: [REDACTED]

Address: 11555 Rockville Pike

Mail Stop: [REDACTED]  
Rockville, MD 20852

Telephone Number: [REDACTED]  
[REDACTED]

Alternate COR:

Name: [REDACTED]

Address: 11555 Rockville Pike  
Mail Stop: [REDACTED]  
Rockville, MD 20852

Telephone Number: [REDACTED]  
[REDACTED]

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

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

(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 Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

### **H.3 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

#### **H.4 NRCH310 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 Within 12 months increments based upon the date of award.. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

#### **H.5 NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

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

#### **H.6 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

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

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to

compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

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

#### **H.7 NRCH470 GREEN PURCHASING (SEP 2013)**

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at:  
<http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at:  
<http://www.gsa.gov/portal/content/198257>.

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



## **SECTION I - CONTRACT CLAUSES**

### **I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/>

52.227-14      RIGHTS IN DATA-GENERAL. (MAY 2014)

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 List of Documents, Exhibits, and Other Attachments

Attachment Number	Title
1	IPP Fixed Price Billing Instructions
2	SUBPART 2009.5 Organizational Conflict of Interest