

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

22

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

1. DATE OF ORDER 09/06/2019		2. CONTRACT NO. (If any) 31310018D0001		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310019F0111		4. REQUISITION/REFERENCE NO. NMSS-19-0098			
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
				c. CITY WASHINGTON	e. ZIP CODE 20555-0001
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 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 6220 CULEBRA RD				<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385166		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF NUCLEAR MATERIAL	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <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				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2020	
				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 services in accordance with the Statement of Work entitled, "Update the Standard Review Plan for Transportation Packages for Spent Nuclear Fuel and Radioactive Material." 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 FISCAL ACCOUNTING PROGRAM						\$0.00
	b. STREET ADDRESS (or P.O. Box) ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328						
c. CITY PARKERSBURG				d. STATE WV	e. ZIP CODE 26106-1328	\$72,598.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

09/06/2019

23. NAME (Typed)
JENNIFER A. DUDEK
TITLE: CONTRACTING/ORDERING 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.
09/06/2019	31310018D0001	31310019F0111

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order Ceiling: \$72,598.00 Task Order Obligation Amount: \$72,598.00 Accounting Info: 2019-X0200-FEEBASED-50-50D007-1061-33-7-184- 255B-33-7-184-1061 Period of Performance: 09/06/2019 to 09/30/2020					

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



\$0.00

CONTRACTOR ACCEPTANCE OF TASK ORDER 31310019F0111

Acceptance of Task Order No. 31310019F0111 under contract No. 31310018D0001 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.

Accepted Task Order No. 31310019F0111 under Contract No. 31310018D0001:

Signature

Name

Title

Date

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SECTION B - Supplies or Services/Prices

B.1 BRIEF DESCRIPTION OF WORK

(a) The title of this project is:

Update the Standard Review Plan for Transportation Packages for Spent Nuclear Fuel and Radioactive Material

(b) Summary work description:

The objective of this task order is to obtain technical assistance from the contractor to the U.S. Nuclear Regulatory Commission (NRC) staff in updating the Standard Review Plans (SRPs) for NUREG-1609 and NUREG-1617 and their applicable supplements into the comprehensive NUREG-2216, "Standard Review Plan for Spent Fuel Transportation," that captures all of the revisions and ISGs that have been published since the last revisions to the previous SRPs. The draft NUREG-2216 has already been completed and was posted in the Federal Register for a 45-day public comment period on August 16, 2019. Contractor assistance will be focused on assisting NRC staff in categorizing and organizing the public comments received, disposition as to whether the comments are applicable to the NUREG, development of comment responses, incorporation of changes to the NUREG based on the comments received, and developing an appendix to capture how each public comment was addressed.

B.2 CONSIDERATION AND OBLIGATION— TASK ORDERS (AUG 2011)

(a) The total ceiling of this contract for the products/services under this contract is **\$72,598.00** (████████████████████).

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

(c) The amount presently obligated with respect to this order is **\$72,598.00** of which ██████████ represents Costs and ██████████ represents Fixed-Fee. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

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

(e) 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 ██████████.

B.3 PRICE/COST SCHEDULE

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

CLIN	Description	Est Cost	Fixed Fee	Total Cost Plus Fixed Fee
TOTAL				\$72,598.00

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

DESCRIPTION	TOTAL ESTIMATED AMOUNT
Total Estimated Costs and Fixed-Fee	\$72,598.00

SECTION C – Descriptions/Specifications/Statement of Work

C.1 PROJECT TITLE

Update the Standard Review Plan for Transportation Packages for Spent Nuclear Fuel and Radioactive Material

C.2 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Material Safety and Safeguards (NMSS), Division of Spent Fuel Management has the need to update the following Standard Review Plans (SRPs):

- NUREG-1609, Standard Review Plan for Transportation Packages for Radioactive Material, March 31, 1999
 - o Supplement 1, Standard Review Plan for Transportation Packages for MOX-Radioactive Material, September 2005
 - o Supplement 2, Standard Review Plan for Transportation Packages for Irradiated Tritium-Producing Burnable Absorber Rods (TPBARs), February 2006
- NUREG-1617, Standard Review Plan for Transportation Packages for Spent Nuclear Fuel, March 2000
 - o Supplement 1, Standard Review Plan for Transportation Packages for MOX Spent Nuclear Fuel, September 2005

Since the issuance of NUREG-1609 and NUREG-1617 there have been revisions to 10 CFR 71 including revising Part 71 to harmonize with International Atomic Energy Agency (IAEA) safety regulations. In addition, a number of Interim Staff Guidance (ISG) documents have been written which are related to Part 71 implementation. The ISGs are used by NRC staff for guidance on regulatory developments since the last CFR revision and shall be included in the revised SRP as a result of this project. Due to these changes and the need for consolidation, the SRPs require revising and updating them into one comprehensive SRP. This consolidated SRP will be used by NRC staff in performing reviews of incoming licensing actions and their compliance with the requirements of 10 CFR 71.

C.3 OBJECTIVE

The objective of this task order is to obtain technical assistance from the contractor to the NRC staff in updating the Standard Review Plans for NUREG-1609 and NUREG-1617 and their applicable supplements into the comprehensive NUREG-2216, "Standard Review Plan for Spent Fuel Transportation," that captures all of the revisions and ISGs that have been published since the last revisions to the previous SRPs. The draft NUREG-2216 has already been completed and was posted in the Federal Register for a 45-day public comment period on August 16, 2019. Contractor assistance will be focused on assisting NRC staff in categorizing and organizing the public comments received, disposition as to whether the comments are applicable to the NUREG, development of comment responses, incorporation of changes to the NUREG based on the comments received, and developing an appendix to capture how each public comment was addressed.

C.4 SCOPE OF WORK

4.1 **TASK 1: DISPOSITION AND RESPONSE TO PUBLIC COMMENTS ON NUREG-2216, “STANDARD REVIEW PLAN FOR SPENT FUEL TRANSPORTATION”**

Following the submission of the draft NUREG-2216 for public comments, the contractor shall compile all incoming public comments into a table with the commenter’s name, any professional affiliation, and the comments each member of the public submitted, and what section(s) of the NUREG are affected. For complex or lengthy public comments, the contractor will sub-divide the comments into smaller, actionable comments. The contractor shall then assist NRC staff in the disposition and incorporation of public comments and NRC comments into draft NUREG-2216.

Deliverables: The contractor shall (1) conduct a kickoff meeting with NRC staff to introduce teams, establish expectations, and agree on the project schedule within 14 calendar days from the start of Task Order; (2) compile a table of public comments to draft NUREG-2216; (3) incorporate NRC staff responses to public comments into the draft NUREG and prepare a draft NUREG-2216 ready for the Advisory Committee on Reactor Safeguards (ACRS) briefing; and (4) deliver a final draft NUREG-2216 incorporating all comments (public, NRC staff, ACRS), for NRC staff’s programmatic review.

4.2 **TASK 2: UPDATE NUREG-2216, “STANDARD REVIEW PLAN FOR SPENT FUEL TRANSPORTATION”**

The contractor shall develop an appendix to be added to the final NUREG that details how each comment was responded to, who made the comment, and the final action that was taken regarding incorporation into the final NUREG. The contractor will also technically edit the final NUREG and the appendix prior to publication of the final NUREG. The contractor shall submit the final technically edited NUREG update and the appendix for COR approval.

Deliverables: The contractor shall (1) develop and deliver an appendix regarding the public comments to the final NUREG-2216 addressed in Task 4.1; (2) deliver a final technically edited NUREG update and the appendix; and (3) incorporate any final editing required by the Office of Administration (ADM) prior to publication of the NUREG.

C.5 REPORTING REQUIREMENTS

All technical reports are to be developed in the contractor’s (CNWRA) SharePoint system. Submittals for all task deliverables shall be submitted via electronic mail with electronic attachments consistent with the word processor in use at the NRC or in portable document format (i.e., *.pdf), as appropriate to the COR and the relevant NRC technical staff. Reports by the contractor shall be in letter report form. The deliverables shall attribute work to both NRC and CNWRA when the outcome is a result of joint effort between NRC and CNWRA.

For all draft and final technical reports under this task order, the contractor shall assure that an independent review of numerical computations, mathematical equations, and derivations is performed by qualified technical contractor staff other than the original author(s) of the technical reports and other than the person who performed the original calculation. If the contractor proposes to check less than 100 percent of all computations, mathematical equations, and derivations in the technical report(s) (such as may be the case when there is many routine, repetitive calculations), the contractor must first obtain written approval from the COR. In addition, the contractor must review all technical reports, including those which do not contain numerical

analyses for consistency and readability in accordance with the procedures outlined in the CNWRA Quality Assurance Manual (QAM, transmitted to NRC on September 27, 2018, for Contract No. 31310018D001, Task Order 31310018F0053, or subsequent updated version of the QAM). Informal submittals/deliverables must be reviewed and forwarded from at least the Project Manager level.

C.6 DELIVERABLES AND DELIVERY SCHEDULE

Project deliverables are listed in the table below.

TASK/SUBTASK	DELIVERABLE	DUE DATE
4.1.1	Kickoff meeting with NRC staff to introduce teams, establish expectations, and agree on the project schedule	Within 14 calendar days from the start of Task Order
4.1.2	A table of public comments received on draft NUREG-2216	3 weeks after closing of public comment period
4.1.3	Incorporate NRC staff responses to comments into the draft NUREG	As they are finalized by NRC staff, no later than 11/01/2019
4.1.4	After NRC reviews the incorporation of responses and approves, a final draft NUREG-2216 incorporating responses to public comments will be provided	2 weeks after ACRS briefing on 11/21/2019
4.2.1	A draft appendix detailing how the public comments were addressed in Task 4.1 to the final NUREG-2216;	4 weeks after ACRS briefing
4.2.2	A final technically edited NUREG update and the appendix ready for publication	8 weeks after ACRS briefing
4.2.3	Incorporate any final editing required by ADM prior to publication	TBD
	*Monthly Letter Status Report (MLSR) per Section F.2 of the Base Contract	20th day of the following month

After comments from NRC staff are provided to the contractor for the above deliverables, the contractor shall deliver a revised technical report incorporating the comments within 15 business days.

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

C.7 QUALITY ASSURANCE

The contractor shall identify and describe in the task order proposal any applicable quality assurance (QA) program, using as the basis the CNWRA Quality Assurance Manual (QAM, transmitted to NRC on September 27, 2018, for Contract No. 31310018D001, Task Order 31310018F0053, or subsequent updated version of the QAM). For this task order, the QA program shall address the criteria of 10 CFR Part 71, Subpart H. Quality assurance comprises of all those planned and systematic actions necessary to provide adequate confidence that the

assessments have been satisfactory performed. Quality assurance shall include verification for completeness, accuracy, consistency, and sufficient documentation to assure the reproducibility of the results of all calculations, laboratory experiments (if any), or modeling.

C.8 PERSONNEL QUALIFICATIONS

Professional staff proposed for the effort shall possess technical expertise in the following disciplines: transportation engineering; environmental science and engineering; seismology; materials science and corrosion; nuclear engineering; waste form; source term (thermal loads, inventory as function of different waste streams, burn-ups, and storage times); radionuclide release; radionuclide transport; risk assessment; health physics; and technical editing.

The Contractor shall provide a Program Manager who shall be responsible for the performance of work identified in this SOW. The Program Manager shall have experience with generic nuclear waste disposal.

See section H.2 2052.215-70 KEY PERSONNEL. (JAN 1993) for designated key personnel for this task order.

C.9 TRAVEL

No travel is anticipated under this task order.

To enhance integration and support the collaborative effort expected between the staffs of the NRC and the contractor (Center) on this task, the NRC staff may participate in staff exchanges with the Center, subject to prior approval by the NRC Division Director of Spent Fuel Management and the Director of the Center.

C.10 SECURITY

Work performed under this task order will be unclassified and unsensitive. This task order does not involve contractor contact with or production of any of the following types of information: Classified Information; Safeguards Information; Sensitive Unclassified Information (SUNSI); Export Control Information (SCI); Controlled Unclassified Information (CUI).

C.11 LICENSE FEE RECOVERABLE

All the tasks listed in Section 4 of this SOW are NOT license fee recoverable.

C.12 NRC FURNISHED MATERIAL

The COR will provide the necessary information to conduct the activities for each topic to the pertinent, identified, Center staff.

C.13 CONTRACTOR ACQUIRED MATERIAL

No materials are expected to be acquired.

SECTION D - Packaging and Marking

D.1 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Material Safety and Safeguards, under Contract number 31310018D0001/31310019F0111.

(End of Clause)

D.2 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: Not Applicable.

(End of Clause)

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, in accordance with FAR 52.247-34 - F.o.b. Destination.

(End of Clause)

SECTION F - Deliveries or Performance

F.1 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This task order shall commence on **Date of Award** and will expire on **September 30, 2020**.

(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:

a. Contracting Officer Representative:

Refer to Section G.1 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY

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

(End of Clause)

SECTION G - Contract Administration Data

G.1 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY

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

Name: Jin-Ping (Jack) Gwo
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555
Mail Stop: TWFN 04B34
Phone: 301-415-8736
E-mail: Jin-Ping.Gwo@nrc.gov

NRC Alternate COR:

Name: Andrew Barto
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555
Mail Stop: TWFN 04B72
Phone: 301-415-6941
E-mail: Andrew.Barto@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 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, approve 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 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 that 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 to the instruction or direction 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.

(End of Clause)

G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT - ALTERNATE 1 (OCT 1999)

- (a) Total expenditure for travel may not exceed **(Not Applicable for this Task Order)** 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.

(End of Clause)

SECTION H - Special Contract Requirements

H.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.


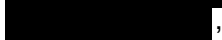

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate 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)

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

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

, Program Manager
, Principal Investigator
, Subject Matter Expert

 Executive Director

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 COR shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

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

(End of Clause)

H.3 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance for this task order 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. 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.

(End of Clause)

SECTION J – List of Documents, Exhibits and Other Attachments

The following attachments were provided under the Base Contract and are applicable to this task order:

- Template Contractor Spending Plan
- Monthly Letter Status Report Instructions for Contracts and Orders
- Billing Instructions Cost Reimbursement Type Contracts
- Organizational Conflicts of Interest