

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 27

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

1. DATE OF ORDER 06/11/2020		2. CONTRACT NO. (If any) 31310018D0001		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310020F0038		4. REQUISITION/REFERENCE NO. NMSS-20-0079		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				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	10. REQUISITIONING OFFICE OFFICE OF NUCLEAR MATERIAL	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule					

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) 09/30/2021	
				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, "Technical Support for Storage Renewal Application." CONTRACTOR ACCEPTANCE OF TASK ORDER 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	\$154,230.00	17(i) GRAND TOTAL

22. UNITED STATES OF
AMERICA BY (Signature)

06/11/2020

23. NAME (Typed)
JENNIFER A. DUDEK
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES

SCHEDULE - CONTINUATION

PAGE NO
2

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

DATE OF ORDER 06/11/2020	CONTRACT NO. 31310018D0001	ORDER NO. 31310020F0038
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>31310020F0038</p> <p>Acceptance of Task Order No. 31310020F0038 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.</p> <p>Accepted Task Order No. 31310020F0038 under Contract No. 31310018D0001:</p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>_____ Date</p> <p>Task Order Base and All Options: \$154,230.00 Task Order Exercised Amount: XXXXXXXXXX Task Order Obligation Amount: \$70,000.00 Accounting Info: 2020-X0200-FEEBASED-50-50D007-1061-33-4-149-252A-33-4-149-1061 Period of Performance: 06/11/2020 to 09/30/2021</p>					

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

\$0.00

B - Supplies or Services/Prices	4
B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION.....	4
B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS.....	4
B.3 PRICE/COST SCHEDULE.....	4
C - Description/Specifications	6
C.1 STATEMENT OF WORK.....	6
D - Packaging and Marking	11
D.1 PACKAGING AND MARKING	11
D.2 BRANDING	11
E - Inspection and Acceptance.....	12
E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013).....	12
F - Deliveries or Performance	13
F.1 PLACE OF DELIVERY-REPORTS	13
F.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013).....	13
G - Contract Administration Data	14
G.1 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) - ALTERNATE I (OCT 1999)	14
H - Special Contract Requirements.....	15
H.1 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016).....	15
H.2 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS.....	18
H.3 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)	19
H.4 KEY PERSONNEL. (JAN 1993)	19
H.7 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)	20
I - Contract Clauses.....	23
I.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)	23
J - List of Documents, Exhibits and Other Attachments	27

B - Supplies or Services/Prices

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: **Technical Support for Storage Renewal Application**

(b) Summary work description:

The objective of this task order is to obtain technical assistance to support the NRCs review of a Part 72 storage renewal application, to be identified by the Task Order Contracting Officer's Representative (COR). The contractor shall support the NRC with the technical review of the application, assuming the application is docketed.

B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS

(a) The ceiling of this order for services is [REDACTED] for the base tasks. The amount will increase upon exercise of the optional task as shown in Section B.3 .

(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 \$70,000.00, of which [REDACTED]. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

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

B.3 PRICE/COST SCHEDULE

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

CLIN	Description	Est Cost	Fixed Fee	Total Cost Plus Fixed Fee
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	TOTAL	[REDACTED]	[REDACTED]	\$154,230.00

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

DESCRIPTION	Estimated Amount Base Tasks (Task 1- 3)	Estimated Amount Optional Task (Task 4)	Total Estimated Costs Inclusive of Options
Labor			
Indirect Cost Pool (includes Fringe, Overhead, G&A, Facilities Capital, and Material Handling on Subcontractor)			
Total Estimated Costs			
Fixed-Fee			
Total Estimated Costs and Fixed-Fee			\$154,230.00

C - Description/Specifications

C.1 STATEMENT OF WORK

1. PROJECT TITLE

Technical Support for Storage Renewal Application

2. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) regulates the dry storage of spent nuclear fuel under the provisions of Title 10 of the *Code of Federal Regulations* (10 CFR), Part 72, "Licensing Requirements for the Independent Storage of Spent Nuclear Fuel, High-Level Radioactive Waste, and Reactor-Related Greater than Class C Waste." Under 10 CFR Part 72, the NRC issues specific licenses for independent spent fuel storage installations (ISFSIs) and certificates of compliance (CoCs) for dry storage system (DSS) designs. Under 10 CFR 72.42 or 10 CFR 72.240, a licensee or CoC holder can apply for renewal of the license or CoC, respectively, for up to 40 years. The requirements for storage renewal include submitting to the NRC time-limited aging analyses (TLAAs) to demonstrate that structures, systems, and components (SSCs) important to safety will continue to perform their intended functions during the period of extended operation and a description of aging management programs (AMPs) to address material degradation issues that could affect the SSCs within the scope of the renewal. Staff guidance for the review of TLAAs and AMPs is found in NUREG-1927, Rev. 1. "Standard Review Plan for Renewal of Specific Licenses and Certificates of Compliance for Dry Storage of Spent Nuclear Fuel," and NUREG-2214, "Managing Aging Processes in Storage (MAPS) Report."

The technical review of the renewal application is primarily a materials engineering effort. Staff in the NRC Office of Nuclear Materials Safety and Safeguards (NMSS) anticipates receiving several license and CoC renewal applications over the next few years. The NRC staff need technical support for the materials engineering review for a Part 72 storage renewal application.

3. OBJECTIVE

The objective of this task order is to obtain technical assistance to support the NRC's review of a Part 72 storage renewal application, to be identified by the Task Order Contracting Officer's Representative (COR). The contractor shall support the NRC with the technical review of the application, assuming the application is docketed.

4. SPECIFIC TASKS

Task 1 Attend Kick-off Meeting

The Contractor shall participate in a kick-off meeting with the COR and other NRC technical staff to discuss the scope of work, expectations, project management, deliverables, and performance requirements of the task order. The kick-off meeting shall be held via teleconference within 10 working days after work authorization, issued by technical direction of the COR.

The Contractor shall prepare a written summary of the meeting that includes, at a minimum, the

following information: (1) identification of meeting participants from the NRC and Contractor, (2) minutes of the meeting that clearly describe the substance of the meeting, and (3) any action items and decisions from the meeting.

Task 2 Storage Renewal Application: Technical Support for Acceptance Review

The contractor shall conduct an acceptance review of the Part 72 storage renewal application. The acceptance review process is designed to support both safety and timeliness objectives by helping to ensure that applicant provides sufficient information to support starting a detailed technical review.

The contractor shall verify that the application contains the sections described in Chapter 1, General Information Review, of NUREG-1927, Rev.1, and use SFST Office Instruction No. 14, Acceptance Review Process, to inform its review (Agencywide Documents Access and Management System (ADAMS) Accession No. ML110450435).

After reviewing the submitted application, the contractor shall identify gaps in the technical information provided in the application and develop draft requests for supplemental information (RSIs), as appropriate. RSIs are requests of the applicant. RSIs enable the NRC to obtain additional information needed for the NRC staff to begin a detailed technical review. The contractor shall provide the RSIs to the COR for NRC review. The NRC staff will review the RSI input, and the COR will provide comments by e-mail and/or by conference call for any areas requiring revision, correction, or further information by the contractor. The NRC will determine which RSIs may be sent to the applicant. The NRC will transmit the RSIs to the applicant. If the application contains sufficient information to begin a detailed technical review, the contractor will inform the NRC, and the NRC will accept the application for a detailed technical review.

Task 3 Storage Renewal Application: Technical Support for Technical Review

If the renewal application is docketed by the NRC and accepted for technical review, the contractor shall conduct a technical review of sections of the application identified by the COR. As required by the COR, the contractor shall attend GoToMeetings or participate in teleconferences with the NRC staff throughout this task to discuss the technical review. The contractor will use NUREG-1927, Rev.1 and NUREG-2214 to inform its review and other guidance documents furnished by the COR.

3.1 Request for Additional Information

After reviewing the accepted application, the contractor shall develop draft requests for additional information (RAIs), as appropriate, to obtain additional information necessary to complete the review of the renewal application. The contractor shall provide the RAIs to the COR for NRC review. The NRC staff will review the RAI input, and the COR will provide comments by e-mail and/or by conference call for any areas requiring revision, correction, or further information. The NRC will determine which RAIs will be sent to the applicant. The NRC will transmit the RAIs to the applicant.

3.2 Safety Evaluation Report Input

The contractor shall prepare a Draft SER input using a template provided by the NRC COR. The Draft SER shall state whether the regulatory requirements in 10 CFR Part 72 are met. The requirements for storage renewals include demonstrating to the NRC that SSCs important to safety will continue to perform their intended functions during the period of extended operation and that adequate AMPs will be implemented to address material degradation issues that could

affect the SSCs. The Draft SER shall include a detailed analysis, with basis, for finding the applicant's analysis acceptable or unacceptable. The report will be the basis for the NRC staff safety evaluation of the renewal application. The NRC staff will review the Contractor's Draft SER input and the COR will provide comments by e-mail and/or by conference call for any areas requiring revision, correction, or further information.

Once responses to the RAIs are provided by the applicant, the contractor shall review and evaluate the responses to determine if they address the RAIs. The contractor shall discuss the evaluation with the COR and incorporate evaluation of the RAIs into the Updated Draft SER. The NRC staff will review the Contractor's Updated Draft SER input, and the COR will provide comments by e-mail and/or by conference call for any areas requiring revision, correction, or further information. The contractor shall prepare Final SER Input addressing comments from the COR.

(Optional) Task 4 - Further Storage Renewal Application Support

If a second round of RAIs is required, or the application is judged by the NRC to be of high technical complexity, the NRC shall require the contractor to provide additional technical support to the review. As required by the COR, the Contractor shall develop further RAIs and technical review of the renewal application. For second round RAIs, the contractor shall provide the second round RAIs to the COR for NRC review. The NRC staff will review the second round RAI input and the COR will provide comments by e-mail and/or by conference call for any areas requiring revision, correction, or further information. The NRC will determine which second round RAIs will be sent to the applicant. The NRC will transmit the RAIs to the applicant.

5. APPLICABLE DOCUMENTS AND STANDARDS

The following documents are suggested as informational references:

(a) NUREG-1927, Revision 1, "Standard Review Plan for Renewal of Specific Licenses and Certificates of Compliance for Dry Storage of Spent Nuclear Fuel."

<https://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1927/>

(b) NUREG-2214, "Managing Aging Processes In Storage (MAPS) Report."

<https://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr2214/>

(c) SFST Office Instruction No. 14, Acceptance Review Process (ADAMS Accession No. ML110450435)

(d) NUREG-1379, Revision 2, "NRC Editorial Style Guide"

<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1379/r2/>

(e) NUREG-0544, Revision 5, "NRC Collection of Abbreviations"

<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr0544/>

6. DELIVERABLES AND DELIVERY SCHEDULE

Task No.	Deliverable and Acceptance Criteria (AC)	Deliverable Due Date
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1	Kick-off Meeting Minutes AC: Meeting minutes are complete and contain required content.	1 week after kick-off meeting
2	Acceptance Review <ul style="list-style-type: none"> RSIs or determination that the application contains sufficient information to begin a detailed technical review AC: RSIs are technically sound and adequately address identified issues.	RSI input (or determination that application contains sufficient information to begin a detailed technical review) due 1 month after receipt of all applicant documentation
3	Technical Review <ul style="list-style-type: none"> RAIs Draft SER Input Final SER Input AC: RAIs are technically sound and adequately address identified issues. SER Input contains required information and follows required format.	<ul style="list-style-type: none"> RAIs and draft SER input due 2 months after receipt of all applicant documentation Updated draft SER due 2 months after all RAI responses provided by applicant Final SER input due 2 weeks after receipt of COR comments.
(optional) 4	Further Application Support: 2nd Round RAIs	TBD: COR will determine when 2nd round RAIs are due
All	*Monthly Letter Status Report per Sections F.2 of the base contract	NLT 20th calendar day of the following Month

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

All deliverables shall include the following identifying information:

Contract No.
Task Order No.

The COR will review all draft deliverables (and coordinate any internal NRC staff review and external stakeholder input, if needed) and provide comments back to the Contractor. 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.

The deliverables shall be provided electronically in Microsoft Word (with no restrictions on document editing) and in hard copy (upon request) to the COR. The MLSR shall also be delivered to the contracting officer.

The COR will acknowledge receipt of deliverables by e-mail.

7. REQUIRED LABOR CATEGORIES

Professional staff proposed for the task order shall be familiar with ISFSIs and DSS designs and knowledgeable about the technical aspects of aging management of SSCs important to safety. Specific technical expertise in materials engineering is required. Additional technical expertise in the following areas is desirable, but not essential: mechanical engineering, structural engineering, and nuclear engineering. Staff shall also be familiar with NRC regulatory processes for licensing and storage renewals (10 CFR Part 72), NUREG-1927, Rev. 1, and, NUREG-2214.

The Contractor shall assign a project manager who is experienced with overseeing multidisciplinary teams and has strong organizational and communication skills. The project manager shall oversee the effort and ensure the timely submittal of accurate and complete deliverables.

8. GOVERNMENT-FURNISHED PROPERTY

The COR will provide a copy of the storage renewal application after task order award.

9. PLACE OF PERFORMANCE

The work to be performed under this task order shall be performed at the Contractor's site.

10. SPECIAL CONSIDERATIONS

10.1 TRAVEL

No travel is anticipated for this requirement.

10.2 SECURITY

Work performed under this task order will be unclassified. However, work on this task order may involve the handling of documents that contain proprietary information and/or Sensitive Unclassified Non-Safeguards Information (SUNSI). The contractor shall safeguard documents containing proprietary/SUNSI information against unauthorized disclosure. After completion of work, the contractor must either destroy the documents or return them to the NRC. If they are destroyed, please confirm this in an e-mail to the COR with a copy to the CO and include the date and manner in which the documents were destroyed.

10.3 LICENSE FEE RECOVERABLE

Tasks 1, 2, 3, and 4 (optional) are license fee recoverable.

D - Packaging and Marking

D.1 PACKAGING AND MARKING

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

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

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

D.2 BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Material Safety and Safeguards, under Contract/order number 31310018D0001/31310020F0038.

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.

(End of Clause)

F - Deliveries or Performance

F.1 PLACE OF DELIVERY-REPORTS

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

a. Contracting Officer Representative:

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

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

(End of Clause)

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

This order shall commence on Date of Award and will expire on September 30, 2021.

G - Contract Administration Data

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

- (a) Total expenditure for travel may not exceed (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.

*To be incorporated into any resultant contract

(End of Clause)

H - Special Contract Requirements

H.1 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or to offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or (d) the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record, and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB. The contractor individual's clearance status will thereafter be communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems or data; access on a continuing

basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

H.2 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

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

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

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

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

H.3 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)

The following Contractor employees, subcontractor personnel, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing: (1) individuals who have access to classified information (National Security Information and/or Restricted Data); (2) individuals who have access to Safeguards information (section 147 of the Atomic Energy Act of 1954, as amended); (3) individuals who are authorized to carry firearms while performing work under this contract; (4) individuals who are required to operate government vehicles or transport passengers for the NRC; (5) individuals who are required to operate hazardous equipment at NRC facilities; (6) individuals who administer the agency's drug program or who have Employee Assistance Program duties; (7) individuals who have unescorted access to vital or protected areas of Nuclear Power Plants, Category 1 Fuel Cycle Facilities, or Uranium Enrichment Facilities; or (8) incident/emergency response personnel (including on-call).

H.4 KEY PERSONNEL. (JAN 1993)

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

[REDACTED]

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

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

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

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

H.5 2052.204-70 SECURITY. (OCT 1999)

H.6 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

H.7 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)

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

Name: Kristina Banovac
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555
Mail Stop: TWFN 4B72
Phone: 301-415-7116
E-mail: Kristina.Banovac@nrc.gov

NRC Alternate COR:
Name: Jin-Ping (Jack) Gwo

Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Washington, DC 20555
Mail Stop: TWFN 4B34
Phone: 301-415-8736
E-mail: Jin-Ping.Gwo@nrc.gov

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

- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

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

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

- (2) Constitutes a change as defined in the "Changes" clause of this contract.
 - (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:
- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
 - (2) Assist the contractor in the resolution of technical problems encountered during performance.
 - (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
- (6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.
- (7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

(End of Clause)

I - Contract Clauses

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

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

**I.2 52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM.
(MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	Attachment No. 1: NRC Form 187 – CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS	04/06/2020