

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1

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

1 DATE OF ORDER 02-03-2003		2 CONTRACT NO (If any)		6 SHIP TO	
3 ORDER NO DR-04-03-062		4 REQUISITION/REFERENCE NO 60-300009 RES-C03-337		a NAME OF CONSIGNEE U S. Nuclear Regulatory Commission Office of Nuclear REGULATORY Research	
5 ISSUING OFFICE (Address correspondence to) U S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Attn: Stephen Pool 301-415-8168 Washington, DC 20555				b STREET ADDRESS 11545 Rockville Pike	
7 TO				c CITY Rockville	
a NAME OF CONTRACTOR Oredon State University				d STATE MD	
b COMPANY NAME Attn: Clem LaCava				e ZIP CODE 20852	
c STREET ADDRESS 306 Kerr Administration Bldg.				f SHIP VIA	
d CITY Corvallis				8 TYPE OF ORDER	
e STATE OR				<input checked="" type="checkbox"/> a PURCHASE ORDER	
f ZIP CODE 97331-2147				Reference your quote dtd 1/3/003	
9 ACCOUNTING AND APPROPRIATION DATA 31X0200 36015115103 Y6795 252A \$25,000				10 REQUISITIONING OFFICE Office of Nuclear Regulatory Research	
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					
12 FOB POINT Destination		14 GOVERNMENT B/L NO		15 DELIVER TO F O B POINT ON OR BEFORE May 2, 2003	
13 PLACE OF		16 DISCOUNT TERMS net 30			
a INSPECTION dest		b ACCEPTANCE dest Stephen Pool 301-415-8168			

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)
0001	Research and technical services as outlined on attached SOW One firm fixed price job	1	LOT	25,000.00	\$25,000.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18 SHIPPING POINT		19 GROSS SHIPPING WEIGHT		20 INVOICE NO		\$25,000.00	17(h) TOTAL (Cont. pages)
	21 MAIL INVOICE TO							
	a NAME U.S. Nuclear Regulatory Commission Division of Contracts MS T-7-I-2							
	b STREET ADDRESS (or P O Box)							
c CITY Washington		d STATE DC		e ZIP CODE 20555		17(i) GRAND TOTAL		
22 UNITED STATES OF AMERICA BY (Signature) 						23 NAME (Typed) Stephen Pool TITLE CONTRACTING/ORDERING OFFICER		

TEMPLATE - ADM001

OPTIONAL FORM 347 (6/95)
ADM002

STATEMENT OF WORK FOR PURCHASE ORDER
DR-04-03-062

Title: APEX AP1000 Test Program

I. BACKGROUND

The Oregon State University (OSU) has modified its Advanced Plant Experiment (APEX) facility to conform to the AP1000 design under sponsorship of the Department of Energy (DOE) and is planning to conduct about 10 tests in 2003 for DOE. The NRC can take advantage of this newly modified facility by arranging the NRC's AP1000 tests to be conducted while the DOE tests are not run. The NRC needs to run about 11 AP1000 tests to provide a technical basis for regulatory decisions regarding AP1000. The NRC tests will be focused on beyond-design-basis accident scenarios which are not required to be addressed by the license applicants.

Since a new sole source contract to OSU for the AP1000 tests entails a lengthy processing, a purchase order of \$25K is needed to allow OSU to initiate AP1000 testing while a sole source contract is processed. It is extremely important to start AP1000 testing on time because of the need to meet the AP1000 reactor review schedule.

The APEX facility, before modification for AP1000, was used in NRC's pressurized thermal shock (PTS) tests in 1999-2002 under the contract number NRC-04-99-040, Job Code W6699

II. OBJECTIVE

The objective of this work is to conduct a test in the scaled-down AP1000 test facility located in OSU.

III. SCOPE OF WORK

The contractor shall perform Tasks A and B, as described below, using the existing AP1000 test facility. Prior to performing the test, test conditions and a test procedure must be approved by the NRC. In addition, the test data must be qualified after the test per the NRC-approved qualification procedure.

Task A. AP1000 Tests

Perform a test focusing on a beyond-design-basis accident scenario in AP1000 reactor. Specific test conditions must be approved by the NRC.

Estimated Level of Effort: 2 man-months

Task B. AP1000 Test Matrix

Develop a test matrix for 11 tests based on an input from the NRC.

Estimated Level of Effort. 1 man-month

IV. REPORTING REQUIREMENTS

1. A quick look report shall be submitted to the NRC as soon as data are qualified after the test.
2. A letter report shall be submitted describing a test matrix for 11 AP1000 tests and a typical test procedure.

V. DELIVERABLES AND DELIVERY SCHEDULE

1. A test matrix shall be submitted to the NRC within 3 months after contract award.
2. A test procedure shall be submitted to the NRC within 3 months after contract award.
3. A quick look report shall be submitted within one month after the test.
4. All of the qualified data shall be provided in CDs in the NRC data bank format within 3 months after contract award.

VI. MEETINGS AND TRAVEL REQUIREMENTS

None.

VII. LEVEL OF EFFORT

The estimated level of effort for Tasks A and B is 3 man-months.

VIII. PERIOD OF PERFORMANCE

The period of performance is 3-months.

IX. TECHNICAL DIRECTION

The technical direction will be given by Gene Rhee, Project Officer, 301-415-6489 and Stephen Bajorek, Senior Technical Advisor, 301-415-7574.

ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.243-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987

A.2 52.213-4 TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (SEP 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246). (iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (7/02).

(vi) 52.244-6, Subcontracts for Commercial Items (Dec 2001)

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to

contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es)

www.arnet/gov/far

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov/far

A.4 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

2052.209-72

CONTRACTOR ORGANIZATIONAL CONFLICTS OF
INTEREST

JAN 1993

A.5 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic

Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

A.6 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

A.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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

(End of Clause)

(MARCH 1996)
Page 1 of 3

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396