

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 35

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

BPA NO.

1. DATE OF ORDER 08-31-2004	2. CONTRACT NO. (if any) GS10F0124J	6. SHIP TO:	
3. ORDER NO. DR-02-04-010	MODIFICATION NO.	b. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	

5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555		b. STREET ADDRESS Attn: E. Knox-Davin	
7. TO:		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20555	

a. NAME OF CONTRACTOR ICF INCORPORATED		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER	

c. STREET ADDRESS 9300 LEE HIGHWAY		<input type="checkbox"/> a. PURCHASE ORDER 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.		<input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY FAIRFAX	e. STATE VA	f. ZIP CODE 220311207			

9. ACCOUNTING AND APPROPRIATION DATA B&R 45015316288 JC: J5506 BOC: 252A Approp. 31X0200 Obligate: \$300,000		\$300,000.00	10. REQUISITIONING OFFICE NMS Edna Knox-Davin 301-415-6577		
--	--	--------------	---	--	--

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. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE see attached	16. DISCOUNT TERMS N/A
13. PLACE OF		FOR INFORMATION CALL: (No collect calls)		

a. INSPECTION	b. ACCEPTANCE Barbara Meehan 301-415-6730
---------------	---

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)
	See the attached addendum. This is a fixed unit price type order with a ceiling amount of \$685,680 for the performance of tasks 1 and 2 on the attached statement of work. Period of performance is date of award through November 30, 2005. The U.S. Nuclear Regulatory Commission (NRC) hereby accepts the quotation of ICF, Incorporated, dated June 15, 2004, as revised on August 30, 2004, which is hereby incorporated by reference and made a part of this order. This is a performance based service order for technical assistance for the development of an environmental impact statement for the United States Enrichment Corp.'s American Centrifuge Plant, at the firm fixed unit prices reflected in the Schedule of Supplies or Services and Price/Cost. Duns: 07-264-8578 Accepted by: <i>Steve Wynyard</i> 9-8-04 STEVE WYNARDEN Sr. Vice President ICF INCORPORATED					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL	
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts M/S T7I2						\$685,680.00	17(H) TOTAL (Cont. pages)
	b. STREET ADDRESS (or P.O. Box) Attn: DR-02-04-010							17(I) GRAND TOTAL
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$685,680.00			

22. UNITED STATES OF AMERICA BY (Signature) <i>Barbara D. Meehan</i>		23. NAME (Typed) Barbara D. Meehan TITLE: CONTRACTING/ORDERING OFFICER
--	--	--

Order No. DR-02-04-010

CONTINUATION PAGES

Section A.1 SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

Project Title: Technical Assistance for the Development of an Environmental Impact Statement for the United States Enrichment Corporation's American Centrifuge Plant

Brief Description of Work:

The objective of this order is to obtain assistance with the development of environmental review documents including a Scoping Summary Report, the draft EIS (DEIS), the final EIS (FEIS), and all documents necessary to complete the environmental review as outlined in the Statement of Work.

Schedule:

Total Labor for Tasks 1 and 2: \$678,211*

Other Direct Costs: [REDACTED]

G & A on Other Direct Costs: [REDACTED]

Subcontractor Other Direct Costs [REDACTED]

Subcontractor G & A: [REDACTED]

Total Estimated Cost Tasks 1 and 2: \$ 685,680(CEILING)

CLIN 002 - Optional Task 3

Labor for Task 3 (Optional): \$240,175

Other Direct Costs: [REDACTED]

G & A on Other Direct Costs: [REDACTED]

Total Estimated Cost Optional Task 3: \$242,438 (CEILING)

* See proposal for breakdown of labor costs into category and hourly rate. All categories and rates are discounted from current GSA Schedule contract.

A.2 CONSIDERATION AND OBLIGATION

(A) The total estimated amount of this order (ceiling) for the products/services ordered, delivered and accepted under this order is \$685,680.

(B) The amount presently obligated with respect to this order is \$300,000.

A.3 PERIOD OF PERFORMANCE

The period of performance of this order is date of award through November 30, 2005.

TASK 1: COLLECT AND REVIEW INFORMATION

Task 1 work shall be initiated upon notification from the NRC, currently estimated for August 2004. This task shall be completed 2 months thereafter.

TASK 2: PLAN, DRAFT, AND COMPLETE AN EIS TO EVALUATE ALTERNATIVES FOR THE PROPOSED USEC ACF

Task 2 work shall be initiated concurrently with Task 1, (expected August 2004) and shall be completed 15 months thereafter.

OPTIONAL TASK 3: SUPPORT FOR LICENSING PROCEEDING AND LITIGATION FOR TASK 2

Task 3, if required, shall be initiated by amendment to the delivery order from the NRC Contracting Officer approximately when the NRC notices the availability of the FEIS in the *Federal Register*. The period of performance for this optional task is estimated at 12 months.

See detailed table of deliverables/schedule below.

A.4 TABLE OF DELIVERABLES AND SCHEDULE OF DELIVERY

The schedule for deliverables in Tasks 1 and 2 is outlined below.

<u>Task</u>	<u>Deliverable</u>	<u>Schedule</u>
Task 1	No formal submittals are required under this task.	This task shall be closed out approximately 2 months after NRC acceptance of the USEC License Application/ER.
Task 2	(A1) Preliminary Description of the Proposed Action and Alternatives	15 business days after NRC acceptance of the USEC License Application/ER.
	(A2) Draft Scoping Process Summary Report	15 business days after receipt of the scoping meeting transcript and public comments provided by NRC.
	(A2) Final Scoping Process Summary Report	10 business days after receiving NRC comments on Draft Scoping Process Summary Report.
Task 2	(B1) Site Visit	Concurrently with the Scoping Meeting, or after notification (5 business days) from NRC.

<u>Task</u>	<u>Deliverable</u>	<u>Schedule</u>
	(B2) Request(s) for Additional Information	65 business days after NRC acceptance of the USEC License Application/ER.
	(B3) Purpose and Need and Revised Description of the Proposed Action and Alternatives	40 business days after NRC acceptance of the USEC License Application/ER.
	(B4) Draft Description of the Affected Environment	45 business days after NRC acceptance of the USEC License Application/ER.
	(B5) Draft Description of the Impacts	60 business days after NRC acceptance of the USEC License Application/ER.
Task 2	(C1) Working Copy of DEIS	25 business days after the receipt of NRC's comments and resolution of comments from cooperating agencies if applicable.
	(C2) DEIS Review Meeting	No later than 10 business days after the completion of Subtask C1.
	(C3) DEIS	15 business days after the completion of Subtask C2.
Task 2	(D1) Draft Compilation of Comments and Responses	25 business days after receipt of the comments from the NRC.
	(D2) Final Compilation of Comments and Responses	10 business days after receipt of the comments from the NRC (to be included in the preliminary FEIS as described below in Subtask E1).
Task 2	(E1) Preliminary FEIS	40 business days after the NRC transmits the public comments from the DEIS public meeting and comment period.
	(E2) FEIS Review Meeting	No later than 10 business days after completion of Subtask E1.
	(E3) FEIS	15 business days after the completion of Subtask E2.

A.5 INSTRUCTIONS FOR DELIVERABLES

All deliverables shall be delivered to the NRC Contracting Officer, the NRC Project Officer, and the NRC Technical Monitor at the following locations:

U.S. Nuclear Regulatory Commission
Attn: Contracting Officer: Barbara Meehan

NRC Delivery Order #: DR-02-04-010
GSA Contract #: GS-10F-0124J
Mail Stop: T7I2
Washington, DC 20555-0001

U.S. Nuclear Regulatory Commission
Attn: Project Officer: Edna Knox-Davin
NRC Delivery Order #: DR-02-04-010
GSA Contract #: GS-10F-0124J
Mail Stop: T8A23
Washington, DC 20555-0001

U.S. Nuclear Regulatory Commission
Attn: Technical Monitor: Matthew Blevins
NRC Delivery Order#: DR-02-04-010
GSA Contract #: GS-10F-0124J
Mail Stop: T7J8
Washington, DC 20555-0001

B.1 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 BACKGROUND

The United States Enrichment Corporation has indicated that it plans to construct a centrifuge enrichment facility, the American Centrifuge Plant (ACP), at a site in Piketon, OH. The proposed ACP is a follow-on to the ACP-Lead Cascade Facility. The ACP is planned to have a capacity of 3.5 million separative work units (SWU). USEC plans to submit a license application and Environmental Report in August 2004. The Commission has imposed a 15 month schedule to complete the Environmental Impact Statement (EIS).

2.0 OBJECTIVE

The objective of this task order is to obtain assistance with the development of environmental review documents including a Scoping Summary Report, the draft EIS (DEIS), the final EIS (FEIS), and all documents necessary to complete the environmental review as outlined below under Section 4.0 Deliverables.

3.0 STAFFING

The Task Leader shall have in-depth expertise in at least one of the issues covered by the EIS and a general understanding of the range of issues covered by an EIS. The Task Leader shall have extensive experience in the technical and regulatory aspects necessary for evaluating the environmental impacts of the construction, operation and/or decommissioning of industrial facilities that require reviews under the National Environmental Policy Act (NEPA) (e.g., fuel cycle facilities), and should have expertise in methods used to mitigate the impact on the environment.

Other contractor personnel shall have an appropriate combination of education, training and experience in health physics, ecology, hydrology, geology, risk assessment, air quality, socio-economics, and cost-benefit analysis etc., as necessary to complete specific sections of the environmental review documents. As a part of Task 2 and Task 3, the contractor may be called upon

to present technical information at public meetings and/or provide written and oral testimony at any adjudicatory hearings that would be held on the proposed licensing action.

4.0 SCOPE OF WORK AND DELIVERABLES

The contractor shall develop a complete draft and final EIS which the NRC will use to support decisions related to the issuance of a Part 70 license for the proposed facility.

The contractor shall prepare the documents described below using plain English. The documents shall be as concise as possible while maintaining sufficient detail for members of the public to understand the basis for the conclusions reached. Text shall be supported by appropriate tables and graphics.

The work required is described in detail below.

4.1 TASK 1: COLLECT AND REVIEW INFORMATION

The contractor shall collect and review information related to the proposed site and its environs including that provided by the NRC, including the current license application, environmental report (ER) and Safety Analysis Report (SAR), and the Lead Cascade Facility Environmental Assessment (NOTE: the Lead Cascade Facility was a pilot for the American Centrifuge Facility). A list of potentially relevant documents are listed in the Lead Cascade Facility Environmental Assessment and shall be reviewed as appropriate. In addition, the contractor will help identify areas that require further information (see Subtask B2). The information assembled under this task, by collection or review, shall be used directly in Task 2.

The contractor shall keep the NRC TPM informed (either via email, phone call, or personal meeting) on a bi-weekly basis and describe the information collected and reviewed under this task, including deficiencies found in license application/ER/SAR, any portions of previous environmental reviews that can be adopted/tiered/incorporated by reference by the NRC.

The contractor shall consider any coordination necessary to cover laws and regulations other than NEPA.

There are no formal deliverables for Task 1. This task shall be closed out approximately 2 months after NRC acceptance of the USEC ACF License Application/ER.

The work conducted under Task 1 shall be subject to the project management requirements described in Section 5.0 of this SOW.

4.2 TASK 2: PLAN, DRAFT, AND COMPLETE AN EIS.

The scope of work under this task shall involve the planning, drafting, and completion of an EIS to evaluate the impacts of constructing and operating the ACF facility. The effort shall consist of Subtasks (A-E) as described below and shall be subject to the project management requirements described in Section 5.0 of this SOW.

The contractor shall generally follow NUREG-1748, Chapter 5, in preparation of the DEIS and FEIS. Deviations from the outline shall be approved by the NRC TPM.

Unless directed otherwise by NRC, the contractor shall concurrently (with Task 1) begin work on Task 2.

SUBTASK A - EIS SCOPING

The contractor shall assist the NRC in organizing and preparing for the EIS Scoping Process.

Subtask A1 - Preliminary Description of the Proposed Action and Alternatives

A clear agreement between the contractor and NRC on the alternatives to be considered is critical to efficient preparation of the EIS. To facilitate this agreement, the contractor shall prepare a *Preliminary Description of the Proposed Action and Alternatives* for use in Subtask A2. The proposed action and alternatives shall be based on the NRC's input and the applicant's ER and shall include the "No Action" alternative as required by NEPA. The *Preliminary Description of the Proposed Action and Alternatives* shall demonstrate the contractor's understanding of the alternatives.

This task shall be completed taking into consideration Task 1 and shall be completed no later than 15 business days after the License Application/ER is accepted by NRC.

Subtask A2 - Scoping Period

The contractor shall attend the EIS scoping meeting(s). The NRC shall provide the contractor a written transcript of any public meetings and copies of all written comments. The contractor shall assemble, sort, and draft responses to all comments resulting from the scoping period meeting(s) and shall prepare a *Draft and Final Scoping Process Summary Report*. The *Scoping Process Summary Report* shall satisfy the requirements of 10 CFR 51.29(b). The NRC TPM shall provide an example to follow in preparing the *Scoping Summary Report*.

This draft Scoping Process Summary Report shall be completed no later than 15 business days after receipt of the scoping meeting transcript and public comments provided by NRC. The final Scoping Process Summary Report shall be completed no later than 10 business days after receiving NRC comments on Draft Scoping Process Summary Report.

The deliverables for Subtask A are:

<u>Deliverable</u>	<u>Schedule</u>
(A1) Preliminary Description of the Proposed Action and Alternatives	15 business days after NRC acceptance of the License Application/ER.
(A2) Draft Scoping Process Summary Report	15 business days after receipt of the scoping meeting transcript and public comments provided by NRC.
(A2) Final Scoping Process Summary Report	10 business days after receiving NRC comments on Draft Scoping Process Summary Report.

SUBTASK B - PRELIMINARY DRAFT ENVIRONMENTAL IMPACT STATEMENT (DEIS)

Unless directed otherwise by NRC, the contractor shall continue development of a DEIS in accordance with 10 CFR Part 51.

Subtask B1-Site Visit

The contractor's Task Leader and an assessment team shall make a site visit for detailed inspection of the site and environs. This site visit is tentatively scheduled to coincide with the Public Scoping Meeting in October 2004. If not scheduled at the time of the scoping meeting, the contractor shall accompany the NRC on a site visit after a 10 business day notification from NRC.

Subtask B2 - Information Review and Request

The contractor shall begin preparation of Subtasks B3, B4, and B5 and note areas where additional information is required in order to prepare a complete DEIS (i.e., Subtask C1-C2). The contractor shall prepare questions for submittal to the NRC to elicit the additional information. NRC shall review and forward the contractor's requests for additional information to the applicant. After the applicant responds, the NRC shall determine (with input from the contractor) if there is still insufficient information available to prepare the DEIS (i.e., Subtask C1-C2).

The requests for additional information shall cover all areas needed to complete the DEIS under Subtask C1-C2. For example, mitigation measures, and environmental monitoring shall also be considered when developing the requests for additional information.

This task shall be completed taking into consideration previous work under this SOW and shall be completed no later than 65 business days after the License Application/ER is accepted by NRC.

The NRC TPM shall provide an example to follow in preparing the request for additional information.

Subtask B3 - Purpose and Need and Revised Description of the Proposed Action and Alternatives

The contractor shall prepare a "Purpose and Need" for inclusion in Chapter 1 and a revised description of the "Proposed Action and Alternatives," including the No-Action alternative (as required by NEPA and NRC regulation). These two sections shall update the Preliminary Description of the Proposed Action and Alternatives provided in Subtask A1, and shall reflect the NRC's input, the applicant's ER, and incorporate public comments from the scoping meeting, as appropriate. The proposed action and alternatives shall be described in sufficient detail to allow the contractor to assess their impacts in the Preliminary DEIS and to continue to demonstrate the contractor's understanding of the alternatives and impacts.

This task shall be completed taking into consideration previous work under this SOW and shall be completed no later than 40 business days after the License Application/ER is accepted by NRC.

Subtask B4 - Description of the Affected Environment

The contractor shall provide a Draft Description of the Affected Environment. Consistent with 10 CFR Part 51 and the guidance provided in NUREG-1748, effort and attention shall be concentrated on important issues as identified in the applicant's ER, by the NRC, and/or by public comment during the scoping meeting, as appropriate.

This task shall be completed taking into consideration previous work under this SOW and shall be completed no later than 45 business days after the License Application/ER is accepted by NRC.

Subtask B5 - Impacts and Cost-Benefit Analysis

The contractor shall provide a Draft Description of the Impacts for the Proposed Action and Alternatives. For each alternative described in the Final Description of the Proposed Action and Alternatives, the contractor shall assess the impacts of normal operating conditions, including cumulative impacts. The assessment of the impacts shall be based on the guidance provided in NUREG-1748 (topics include, but not limited to, land use, geology, water resources, ecology, air quality, socio-economic factors, noise, visual/scenic, transportation, historical and cultural resources, as well as the short-term human health impacts associated with constructing and operating the USEC ACF). The contractor shall develop impacts based on the description of the proposed action and alternatives and the description of the affected environment. The contractor shall describe the applicant's proposed mitigation and monitoring strategies, if any, and discuss any additional mitigation and monitoring that may be necessary to ameliorate the impacts, as appropriate. Individuals knowledgeable in risk assessment methodology must be able to independently confirm the contractor's calculations.

The contractor shall coordinate development of impacts from accident scenarios with the NRC TPM. It is anticipated that the majority of the accident scenarios and impacts will be developed by NRC staff in development of the NRC's Safety Evaluation Report (SER) and will be provided to the contractor for inclusion in the DEIS.

The contractor shall develop a cost-benefit analysis section as described in NUREG-1748 and consistent with recent NRC cost/benefit analysis.

This task shall be completed taking into consideration previous work under this SOW and shall be completed no later than 60 business days after the License Application/ER is accepted by NRC.

The deliverables and schedule for Subtask B are:

<u>Deliverable</u>	<u>Schedule</u>
(B1) Site Visit	Concurrent with the Scoping Meeting, or after a 5 business day notification from the NRC.
(B2) Request(s) for Additional Information	65 business days after NRC acceptance of the License Application/ER.
(B3) Purpose and Need and Revised Description of the Proposed Action and Alternatives	40 business days after NRC acceptance of the License Application/ER.
(B4) Draft Description of the Affected Environment	45 business days after NRC acceptance of the License Application/ER.
(B5) Draft Description of the Impacts	60 business days after NRC acceptance of the License Application/ER.

SUBTASK C - DRAFT ENVIRONMENTAL IMPACT STATEMENT

Unless directed otherwise by the NRC, the contractor shall continue with the development of the DEIS.

Subtask C1 - Working Copy of the DEIS

The contractor shall prepare a working copy of the DEIS consistent with NRC comments and NRC resolution of cooperating agency comments, if applicable. The contractor shall provide a working copy of the DEIS to the NRC. The working copy of the DEIS shall include the following Chapters, consistent with NUREG-1748:

- Introduction (e.g., includes Purpose and Need, etc.)
- Alternatives (e.g., includes Proposed Action, No-Action, alternatives, etc.)
- Affected Environment
- Environmental Impacts
- Mitigation Measures
- Environmental Measurements and Monitoring
- Cost-Benefit Analysis
- Summary of Environmental Consequences
- List of Preparers
- Distribution List
- List of References (or included in each Chapter)
- All Appendices

This task shall be completed taking into consideration previous work under this SOW and shall be completed no later than 25 business days after either receipt of the USEC responses, NRC's comments on Subtask B3, B4, or B5, or resolution of any Cooperating Agency comments (if any).

Subtask C2 - DEIS Review

A DEIS review meeting shall be held no later than 10 business days after the contractor has provided the working copy of the DEIS to NRC. At this meeting, staff from the contractor, NRC, and cooperating agencies (if any) shall conduct a line-by-line review of the working copy of the DEIS and produce the final comments on the DEIS.

Subtask C3 - DEIS

The contractor shall incorporate comments from the DEIS review meeting, Subtask C2, into the DEIS. The contractor shall submit the finalized DEIS to the NRC no later than 15 business days from completion of Subtask C2. In addition to the requirements of Section 14.0, the contractor shall submit at least one hard copy that meets the minimum publication standards provided by the NRC (NUREG-0650, Preparing NUREG-Series Publications).

The deliverables for Subtask C are:

<u>Deliverable</u>	<u>Schedule</u>
(C1) Working Copy of DEIS	25 business days after the receipt of NRC's comments and resolution of comments from cooperating agencies if applicable.
(C2) DEIS Review Meeting	No later than 10 business days after the completion of Subtask C1.
(C3) DEIS	15 business days after the completion of Subtask C2.

SUBTASK D - PUBLIC COMMENTS ON THE DEIS

NRC will issue the DEIS for public comment in conjunction with a notice of availability published in the *Federal Register*. The public comment period shall conclude 45 calendar days after publication of the notice of availability. (NRC may extend the public comment period by one or two 15-day extensions, to a possible 75 day total, if requested by the public.) The contractor shall assist the NRC in preparing for the public meeting(s) to discuss the DEIS, and the contractor shall attend the public meeting(s) held to discuss the DEIS. The public meeting(s) to discuss the DEIS shall occur during the public comment period.

Subtask D1 - Draft Compilation of Comments and Responses

The NRC shall provide the contractor a written transcript of any public meetings and copies of all written comments. The contractor shall compile comments from all sources (e.g. public meeting, email, mail, etc.) on the DEIS and shall submit a Draft Compilation of Comments and Responses. The NRC TPM shall provide an example to follow in preparing the Draft Compilation of Comments and Responses.

This task shall be completed taking into consideration Subtasks A2 and C3 and shall be completed no later than 25 business days after receipt of the comments and transcripts from the NRC.

Subtask D2 - Final Compilation of Comments and Responses

The contractor shall incorporate the NRC review comments and the report shall be included as an appendix in the Final EIS described in Subtask E.

This task shall be completed taking into consideration NRC comments on Subtasks D1 and shall be completed no later than 10 business days after receipt NRC comments on Subtask D1.

The deliverables for Subtask D are:

<u>Deliverable</u>	<u>Schedule</u>
(D1) Draft Compilation of Comments and Responses	25 business days after receipt of the comments from the NRC.
(D2) Final Compilation of Comments and Responses	10 business days after receipt of the NRC comments on Subtask D1 (to be included in the preliminary FEIS as described below in Subtask E1).

Depending on the number of comments received on the DEIS, the NRC may, by written instruction, adjust the due date for the Draft Compilation of Comments and Responses, Subtask D1, and Preliminary FEIS, Subtask E1.

SUBTASK E - FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS)

Subtask E1 - Preliminary FEIS

Unless directed otherwise by NRC, the contractor shall continue development of the FEIS concurrently with Subtask D.

The contractor shall prepare a Preliminary FEIS that includes revisions made in response to NRC comments on Subtask D1. The contractor shall incorporate the comments and responses into the FEIS as an appendix. As appropriate, the responses shall direct the reader to locations within the Preliminary FEIS where the text has been changed in response to the comment.

This task shall be completed taking into consideration NRC comments on Subtask D1 and shall be completed no later than 40 business days after receipt of the public DEIS comments and transcripts.

Subtask E2 - FEIS Review

A review meeting shall be held no later than 10 business days after the contractor has provided the Preliminary FEIS to NRC. At this meeting, the contractor's staff, NRC, and cooperating agencies (if any) shall conduct a line-by-line review of the Preliminary FEIS and produce the final comments on the FEIS.

Subtask E3 - FEIS

The contractor shall revise the Preliminary FEIS to incorporate comments from the review meeting, Subtask E2, to produce the FEIS. The contractor shall submit the finalized FEIS to the NRC no later than 15 business days after the completion of Subtask E2. In addition to the requirements of Section 15.0, the contractor shall submit at least one hard copy that meets the minimum publication standards provided by the NRC.

The deliverables for Subtask E are:

<u>Deliverable</u>	<u>Schedule</u>
(E1) Preliminary FEIS	40 business days after the NRC transmits the public comments from the DEIS public meeting and comment period.
(E2) FEIS Review Meeting.	No later than 10 business days after completion of Subtask E1.
(E3) FEIS	15 business days after the completion of Subtask E2.

4.3 OPTIONAL TASK 3: SUPPORT FOR LICENSING PROCEEDING AND LITIGATION FOR TASK 2

In the event of legal challenge to the evaluations made under NEPA, as well as to support the required Atomic Safety and Licensing Board hearing, the contractor shall provide information on the FEIS and its supporting material as requested. The contractor could be requested to provide information for answers to interrogatories and to provide experts to prepare written testimony and present oral testimony as needed or deemed advisable and as requested by NRC.

No deliverables have been established for Task 3 at this time.

B.2 MODIFICATION PROCEDURES

(a) Modification request for proposal. When a requirement within the scope of work for this order is identified, the contracting officer shall transmit to the Contractor a Modification Request for Proposal (MRFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Modification technical proposal. By the date specified in the MRFP, the Contractor shall deliver to the contracting officer a written or verbal (as specified in the MRFP technical proposal submittal instructions) technical proposal that provides the technical information required by the MRFP.

(c) Cost proposal. The Contractor's cost proposal for each modification must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the Contractor's estimated cost for the proposed modification exceeds \$100,000 and the period of performance exceeds six months, the Contractor may be required to submit a Contractor Spending Plan (ASP) as part of its cost proposal. The MORP indicates if a CSP is required.

(d) Modification award. The Contractor shall perform all work described in definitized modifications issued by the contracting officer. Definitized modifications include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;

- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total modification amount.

(End of Provision)

B.3 ACCELERATED MODIFICATION PROCEDURES

(a) The NRC may require the Contractor to begin work before receiving a definitized modification from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the Contractor shall proceed with performance of the modification subject to the monetary limitation established for the modification by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the Contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive modification and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized modification is not reached by the target date mutually agreed upon by the Contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided in 52.233-1, Disputes. In any event, the Contractor shall proceed with completion of the modification subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic agreement.

B.4 PROJECT MANAGEMENT

Maintain Effective Communication with NRC Staff

The contractor shall maintain effective communication with NRC staff to help coordinate and integrate EIS preparation with NRC's technical and decision-making activities. For the duration of Task 1 and Task 2, the contractor shall participate in a bi-weekly telephone call with the NRC's TPM to discuss the progress to date. The contractor's Team Leader and NRC TPM shall participate in quarterly progress meetings held either in Rockville or at the contractor's place of business. Other meetings include the task planning meetings at the initiation of Task 1 and Task 2, DEIS and FEIS review meetings, meetings with the applicant to discuss a request for additional information, and other meetings that may concern the description of the proposed action and alternatives, annotated outline, analysis of alternatives, or other deliverables under either Task 1 or Task 2.

Other Communication

The contractor shall coordinate all necessary NRC communication (other than communications for the Project Officer) for Tasks 1, 2, and 3, through the NRC's TPM.

NRC Comments

The contractor shall resolve all NRC comments through the NRC TPM when making revisions to any deliverable under this order.

Quality Assurance for the Project

The contractor shall implement and maintain quality assurance for the project in accordance with Section 13.0 of this SOW.

B.5 LEVEL OF EFFORT

TASK 1: COLLECT AND REVIEW INFORMATION

The estimated level of effort for Task 1 is approximately 0.48 FTE, over a 2-month period anticipated to start in August 2004.

TASK 2: PLAN, DRAFT, AND COMPLETE AN EIS TO EVALUATE ALTERNATIVES FOR THE PROPOSED USEC ACF

The estimated level of effort for Task 2 is approximately 3.6 FTE, over a 15-month period anticipated to start in August 2004 with the following breakdown:

<u>Subtask</u>	<u>FTE</u>
A	0.40
B	1.04
C	0.60
D	0.90
E	0.69
Total:	3.63 FTE

OPTIONAL TASK 3: SUPPORT FOR LICENSING PROCEEDING AND LITIGATION FOR TASK 2

The estimated level of effort for Task 3, if required, is approximately 1 FTE, over a 12-month period. This task is dependent upon what, if any, contentions are filed and the subject matter of the contentions. When submitting the proposal, costs for this optional task shall be listed separately.

The contractor could be requested to provide information for answers to interrogatories and to provide experts to prepare written testimony and present oral testimony as needed or deemed advisable and as requested by NRC.

No deliverables have been established for Task 3 at this time.

B.6 MEETINGS AND TRAVEL

The contractor's Task Leader shall meet with the NRC Project Officer and the TPM at NRC offices in Rockville, Maryland, for planning meetings at the beginning of Tasks 1 and 2, and quarterly for progress reports thereafter. Upon request, the contractor's Task Leader shall meet with the NRC Project Officer and TPM at the NRC offices in Rockville, Maryland. During Task 2, travel shall be required for one public scoping meeting and up to two other public meetings in the course of this project. As necessary, the contractor shall meet with the NRC TPM and applicant in Rockville, Maryland to discuss requests for additional information. The NRC technical staff may choose to periodically meet with the contractor in the contractor's offices to review progress and provide input into the project as necessary and desirable (particularly at the DEIS and FEIS review stages). Meetings requiring contractor travel are summarized below.

<u>Topic</u>	<u>Location</u>	<u>Trips</u>	<u>Days</u>	<u>Staff</u>
Task Planning Meetings	Rockville, MD	2	3	1
Quarterly Meetings	Rockville, MD	6	3	1
Scoping Meeting and Site Visit	Near site location	1	4	6
DEIS Public Meeting	Near site location	1	2	4
Requests for Additional Information	Rockville, MD	2	3	4
DEIS Review	Rockville, MD	1	5	4
FEIS Review	Rockville, MD	1	5	4

B.7 NRC FURNISHED MATERIAL

NRC TPM will provide the following materials to the contractor at the beginning of Task 1:

- Applicant's License Application, including the Environmental Report
- Copies of related documents from NRC's docket file
- Copy of NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs"
- Copy of "Environmental Assessment of the USEC Inc. American Centrifuge Lead Cascade Facility at Piketon, OH," dated January 21, 2004 (available on NRC's website, ADAMS Accession No. ML040210751)

NRC TPM will provide the following materials to the contractor through the duration of Task 2:

- NRC Notice of Intent to Prepare an EIS
- Scoping meeting transcript
- Scoping meeting comments
- Applicant responses to requests for additional information
- Cooperating agency comments on the DEIS and FEIS (if any)
- Comments and transcripts from the public comment period on the DEIS

The NRC TPM will continue to provide related documents from the docket file throughout the completion of Task 1 and Task 2.

B.8 CONTRACTOR ACQUIRED MATERIAL

No materials are expected to be acquired under this task order.

B.9 REPORTS

The deliverables shall be submitted in hard copy and in electronic form.

The electronic version shall be consistent with the word processor in use at the NRC (Word Perfect 8) and shall be in an editable format. An additional version shall be submitted in portable document format (i.e., *.pdf).

At a minimum, the contractor shall provide 10 hard copies of each deliverable to the NRC's TPM.

The NRC intends to publish the DEIS and FEIS as a NUREG report. Therefore, the DEIS and FEIS (i.e., Subtask C3 and E3) final reports shall meet the minimum requirements for preparation of NUREGs as supplied by the NRC (as described in NUREG-0650, "Preparing NUREG-Series Publications"). Reports on any assessment by the contractor shall be in letter report form. With the exception of the DEIS delivered under Subtask C3, deliverables that are revisions of previous submittals shall include markings to indicate where the contractor changed the text, tables, or graphics.

B.10 STANDARD WORK PRACTICES

For all draft and final reports under this agreement, the contractor shall assure that an independent review of numerical computations and mathematical equations and derivations is performed by qualified personnel other than the original author(s) of the reports and other than the person who performed the original calculation. If the contractor proposes to check less than 100 percent of all

computations and mathematical equations and derivations in the report(s) (such as may be the case when there is a large number of routine, repetitive calculations), the contractor must first obtain written approval from the NRC's Project Officer.

In addition, all reports, including those which do not contain numerical analyses must be reviewed by the contractor's management and approved with two signatures. One signature must be from the contractor's Task Leader, and one signature must be from a manager at a higher level than the contractor's Task Leader.

When revisions for the reports are issued, a section must be included in the revised report to document dates of, reasons for, and scope of all changes made since the issuance of the first contractor's approved report.

NRC has the option of appointing a Peer Group to review, comment, and recommend changes to the draft and final reports. The contractor may recommend candidates for the Peer Group for approval by the NRC's TPM or Project Officer.

In the occasion of dissent in the content of the final report, the dissenting party shall have the option of stating its viewpoints and findings in a section of the report.

This section does not intend to create the development of a formal quality assurance program nor does it require formal quality assurance program documentation or review.

B.11 FINANCIAL AND TECHNICAL STATUS REPORTS

The contractor shall submit monthly technical and financial reports on the status of expenditures and individual efforts. Monthly reports shall contain the following information and will be due on the 15th of every month or if the 15th falls on a weekend, the report will be due on the following Monday:

1. The number of staff hours expended on each task and subtask.
2. The work accomplished and the degree of completeness by subtask. The number of hours and funding remaining/required to complete each task/subtask.

The Contracting Officer shall receive one copy of the report, the TPM shall receive two copies, and the Project Officer shall receive one copy.

License Fee Cost Recovery Status Section

Pursuant to the provisions of 10 CFR Parts 170 and 171 on fees, provide the total amount of funds costed during the period and fiscal year to date for each task or task assignment by facility or topical report. The Certificate Fee Recovery Status Report must be on a separate page as part of the periodic report for the task, and must be in the format provided (See Attachment). Cost must be

properly apportioned by docket number and TAC number to the appropriate site.

There should be only one Certificate Fee Recovery Cost Status table per job code. The facilities should be identified by docket number and TAC number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one site, each site should be listed separately and the costs should be split appropriately between the sites. Common costs as defined below, must be identified separately in the Certificate Fee Recovery Cost Status table each period and must be divided among all plants worked on under the program during the period. The total of the period costs reported in the Certificate Fee Recovery Cost Status table should equal the total of the period costs reported in the Financial Status Report. In the event the totals of the costs reported in these two tables are not equal, an explanation for the variance should be given as a footnote to the Certificate Fee Recovery Cost Status table.

Common costs are those costs associated with the performance of an overall program that benefit both sites covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead site" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge, or guidance during the course of a program; any technical effort applied to a category of plants; and project management. On a periodic (every four weeks) basis, the common costs for each period must be apportioned to the costs incurred during the period for each of the sites for which work was performed.

B.12 KEY PERSONNEL

The contractor shall provide an appropriate number of qualified staff performing this effort. (Please see attached clause).

B.13 TECHNICAL DIRECTION

I. PROJECT OFFICER

The Contracting Officer's authorized technical representative hereinafter referred to as the project officer for this order is:

Name: Edna Knox-Davin
Address: U.S. Nuclear Regulatory Commission
Mail stop 8A23
Washington, DC 20555

Telephone Number: (301) 415-6577

(a) Performance of the work under this order is subject to the technical direction of the NRC project officer. 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 order, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the order.

Technical direction must be within the general statement of work stated in the order. The project officer 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 order or associated BPA.
2. Constitutes a change as defined in the "Changes" clause of the GSA contract.
3. In any way causes an increase or decrease in the total fixed price or the time required for performance of any orders.
4. Changes any of the expressed terms, conditions, or specifications of the order or associated BPA.
5. Terminates the order, settles any claim or dispute arising under the order, or issues any unilateral directive whatever.

(b) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the CO. 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 CO.

(c) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(d) If, in the opinion of the contractor, any instruction or direction issued by the project officer is

within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the CO in writing within five (5) working days after the receipt of any instruction or direction and shall request the CO to modify the order or associated BPA accordingly. Upon receiving the notification from the contractor, the CO shall issue an appropriate modification or advise the contractor in writing that, in the CO's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(e) Any unauthorized commitment or direction issued by the project officer 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 order or associated BPA.

(f) 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.

(g) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

1. Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO 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 CO recommendations for approval, disapproval, or suspension of payment for supplies and services required under orders.

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 the individual's 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.

II. TECHNICAL PROJECT MANAGER

The Contracting Officer's authorized Technical Project Manager for this order is:

Name: Matthew Blevins

Address: U.S. Nuclear Regulatory Commission
Mail stop T7-J8
Washington, DC 20555

Telephone Number: (301) 415-7684

The Technical Project Manager may issue technical instructions from time to time during the duration of this order. Technical instructions must be within the general statement of work stated in the order and shall not constitute new assignments of work or changes of such nature as to justify and adjustment in cost or period of performance. The contractor shall refer to Section XI Technical Direction of the order for further information and guidance on any technical directions issued under this order.

Any modifications to the scope-of-work, cost or period of performance of this order must be issued by the Contracting Officer and will be coordinated with the NRC Project Officer.

B.14 PLACE OF PERFORMANCE

Place of performance shall be at the Contractor's facility.

B.15 PERFORMANCE REQUIREMENTS

PERFORMANCE REQUIREMENTS SUMMARY - NMS-04-010

<u>Contract Requirement</u>	<u>Performance Standard</u>	<u>Surveillance Method</u>	<u>Deduction/Incentive</u>
Task 2, Subtask A2	Deliver Final Scoping Summary Report NLT the date set forth in the sow	Inspection by PO	Performance reflected in past performance survey
Task 2, Subtask B2	RAIs must be submitted NLT the date set forth in the sow	Inspection by PO	Performance reflected in past performance survey
Task 2, Subtask C	DEIS must include all Referred to in the sow and NUREG-1748 Chapter 5	Inspection by PO	5% deduction in ceiling price for Task 2 for each area not addressed

TASK ORDER TERMS AND CONDITIONS
NOT SPECIFIED IN THE CONTRACT

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 OTHER APPLICABLE CLAUSES

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

A.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

[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.

A.4 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.

A.5 2052.227-70 DRAWINGS, DESIGNS, SPECIFICATIONS, AND OTHER DATA (JAN 1993)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, other data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times. Inspection of the proper facilities must be afforded the Commission by the contractor and its subcontractors. These data are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the contractor and its subcontractors and vendors for additional compensation and must, subject to the right of the contractor to retain a copy of the material for its own use, be delivered to the Government, or otherwise disposed of by the contractor as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

A.6 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 1-151 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)

A.7 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.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. 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-J-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:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
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

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. 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.

S:\DC Instructions\Billing Instruct FP 2003.wpd

Contractor Performance Evaluation Federal Acquisition Regulation 42.15, Contractor Performance Information Contract Number NRC-_____ Evaluation Period: From mm/dd/yy To mm/dd/yy		
1. Contractor Project Manager Name (Identify Division, if applicable) Company Name: Company Address:		
2. NRC Project Officer Name:		
3. Brief Description of Requirement:		
4. NRC Project Officer Evaluation (Blocks 4a through 4e, as appropriate)		
4a.	Comments	5
Technical Performance (Quality of Product or Service)		3 1
4b.	Comments	5
Cost Control		3 1
4c.	Comments	5
Schedule/ Timeliness		3 1
4d.	Comments	5
Business Relations/ Customer Satisfaction		3 1
4e. Total Score (Sum of Scores from each area) 0.00 Mean Score (Add the ratings above and divide by the number of areas rated) 0.00		
4f. Would you select this firm again? (Final Evaluation only. To be answered during contract closeout) YES () NO ()		
5. Contractor's Review: () No comments necessary () See attached comments		

Contractor Performance Evaluation
Federal Acquisition Regulation 42.15, Contractor Performance Information
Contract Number NRC-_____
Evaluation Period: From mm/dd/yy To mm/dd/yy

6. Contracting Officer Review of Contractor Comments:

() No comments received within the 30 day review period. A re-assessment of ratings assigned in Block 4e is not required. The report is finalized.

() Contractor comments were received and a meeting was held to resolve comments. See attached meeting notes.

() Contractor comments were reviewed at a level above the Contracting Officer. See attached review. See Block 8 for Final Ratings

7. Completed Ratings: Ratings assigned in Block 4 have been reassessed based on contractor comments and agency review are reflected below:

Technical Performance _____ Cost Control _____ Schedule/Timeliness _____ Business Relationship _____

Mean Score: 0.00

8. Contracting Officer Name: _____

Contracting Officer Signature: _____

Date: mm/dd/yy

Release of information: This Contractor Performance Report may be used to support future award decisions, and will be treated as source selection information in accordance with FAR 42.1503(c). This performance evaluation shall not be retained to provide source selection information for longer than three years after completion of contract performance.

FOR OFFICIAL USE ONLY

Instructions for completing the Annual Contractor Performance Evaluation form
 (Policy guidance is provided in the contract clause, "Annual and Final Contractor Performance Evaluations")

ks 1 through 3 are filled out by the Contract Specialist.

ks 4a thru 4f are filled out by the NRC Project Officer

Project Officer shall rate only those areas in Blocks 4a through 4e which correspond to a related contractual requirement and for which sufficient information is available. Project Officer comments are only required for those ratings which are above or below the middle value on rating scale provided below. Project Officer comments for a rating above the middle value should describe how the contractor's performance exceeded the norm; comments below the middle value should explain deficiencies or indicate areas for improvement.

Block 5 is filled out by the Contractor. Contractor comments, as appropriate, must be received by the Contract Specialist before the close of the review period set by the Contracting Officer.

Block 6 is filled out by the Contracting Officer.

Block 7. The NRC Project Officer may make changes to the rating given in Blocks 4a through 4e, if appropriate, based upon the contractor's comments.

Block 8. The Contracting Officer signature finalizes the form and makes the performance evaluation it releasable to the NRC Project Officer, Contractor, and for source selection purposes.

Rating Scale¹:

Technical Performance (Quality of Product/Service)	Cost Control	Schedule/Timeliness	Business Relations
Unsatisfactory Most performance requirements are not met; recovery not likely.	1. Unsatisfactory Significant cost overruns; not likely to recover cost control.	1. Unsatisfactory Many late deliveries or reports; negative cost impact; loss of capability for the Government; ineffective corrective actions; not likely to recover.	1. Unsatisfactory Delinquent responses, lack of cooperative spirit, unsatisfied user/customer, unable to improve relations; significantly under subcontractor goals; excessive unnecessary, change proposals to correct poor management; significantly untimely definitization of change proposals.
Satisfactory Met all performance requirements; some minor problems, satisfactory corrective actions.	3. Satisfactory Met overall cost/price estimates while meeting all contract requirements.	3. Satisfactory On-time deliveries or report submittal; minor problems, did not affect contract schedule	3. Satisfactory Professional, reasonably responsive; met expectations; adequate user/customer satisfaction. Met subcontractor goals; reasonable change proposals, reasonable definitization cycle
Exceptional Met all performance requirements; no problems, highly effective corrective actions; improved performance quality and results	5. Exceptional Significant reductions while meeting all contract requirements; use of value engineering or other innovative management techniques; quickly resolved cost issues, effective corrective actions facilitated cost reductions.	5. Exceptional Significantly exceeded delivery or reporting requirements (e.g., all on-time with many early deliveries or reports to the Government's benefit); quickly resolved delivery or reporting issues; highly effective corrective actions.	5. Exceptional Highly professional, reasonable, proactive; significantly exceeded expectations; high user/customer satisfaction; significantly exceeded SB/SDB subcontractor goals; minor changes implemented without cost impact; limited change proposals; timely definitization of change proposals.

¹ Only rating scales of 1, 3 and 5 are used, to permit a more significant statistical spread of ratings.

LICENSE FEE COST RECOVERY STATUS

JOB CODE:

TITLE:

PERIOD:

Task Number Report Title	Facility Name	Docket Number	TAC or Inspection Identification Number	Period Costs	Cumulative Costs this Fiscal Year
Task n1	XXXXXXXXXX	XXXXXXXXXX	LXXXXX	\$XXXXX	\$XXXXXXX
Task n2	XXXXXXXXXX	XXXXXXXXXX	96XXX	\$XXXXX	\$XXXXXXX