

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

BPA NO.

| | | | |
|---|--|---|--|
| 1. DATE OF ORDER October 6 2006 | 2. CONTRACT NO. (If any) NRC-02-06-018 | 6. SHIP TO: | |
| 3. ORDER NO. T001 | MODIFICATION NO. | 4. REQUISITION/REFERENCE NO. NMS-06-018-001/FFS: 5006R094 | |
| 5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center No. 1 Two White Flint North - MS T-7-I-2 Washington, DC 20555 | | a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Brenda DuBose, 301-415-6578 | |

| | | | | |
|--|--|----------------------------------|-----------------------|-----------------------------|
| b. STREET ADDRESS Mail Stop: 6E46 11555 Rockville Pike | | c. CITY Rockville Pike | d. STATE MD | e. ZIP CODE 20852 |
|--|--|----------------------------------|-----------------------|-----------------------------|

| | |
|--------|-------------|
| 7. TO: | f. SHIP VIA |
|--------|-------------|

| | | |
|--|------------------|--|
| a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE INC | 8. TYPE OF ORDER | |
|--|------------------|--|

| | | |
|-----------------|--------------------------------------|---|
| b. COMPANY NAME | <input type="checkbox"/> a. PURCHASE | <input checked="" type="checkbox"/> b. DELIVERY |
|-----------------|--------------------------------------|---|

| | | | |
|---|--|---------------------------------|--|
| c. STREET ADDRESS 6220 CULEBRA RD | 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. | | 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 SAN ANTONIO | e. STATE TX | f. ZIP CODE 782385100 | |

| | |
|---|---|
| 9. ACCOUNTING AND APPROPRIATION DATA TRANSFER THE FOLLOWING FUNDS FROM BASIC AWARD NRC-02-06-018 65015333220 J-5588 252A 31X0200 FFS: 5006R093 \$30,000 | 10. REQUISITIONING OFFICE NMS NMSS/DWMEP/EPAB |
|---|---|

| | | | | |
|---|---|---|--|--|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | 12. F.O.B. POINT Destination |
| <input type="checkbox"/> a. SMALL | <input checked="" type="checkbox"/> b. OTHER THAN SMALL | <input type="checkbox"/> c. DISADVANTAGED | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | |
| <input type="checkbox"/> d. WOMEN-OWNED | <input type="checkbox"/> e. HUBZone | <input type="checkbox"/> f. EMERGING SMALL BUSINESS | | |

| | | | | |
|---|---|------------------------|---|-------------------------------------|
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/06/06 - 09/30/07 | 16. DISCOUNT TERMS NET 30 |
| a. INSPECTION Rockville, MD 20852 | b. ACCEPTANCE Rockville, MD 20852 | | | |

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) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| | <p>Contractor shall provide services in accordance with the attached Statement of Work entitled "Technical Assistance for the Review of a License Application for the Mixed Oxide Fuel Fabrication Facility."</p> <p>The total estimated (ceiling) is \$103,620 and the obligated amount is \$30,000. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.</p> <p>NRC TECHNICAL MONITOR: Diana Diaz-Toro 301-415-6640 NRC PROJECT OFFICER: Brenda DuBose 301-415-6578</p> <p>PERIOD OF PERFORMANCE: 09/30/2006 - 09/30/2007, with an Option Period through 01/31/2010.</p> <p>DUNS: 007936842</p> | | | | | |

| | | | | | |
|-------------------------------------|--|---------------------------|-----------------------------|--------------|---------------------------|
| SEE BILLING INSTRUCTIONS ON REVERSE | 18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | \$103,620.00 | 17(h) TOTAL (Cont. pages) |
| | 21. MAIL INVOICE TO: | | | | |
| | a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 | | | | 17(i). GRAND TOTAL |
| | b. STREET ADDRESS (or P.O. Box) Attn: (NRC-02-06-018, Task 1) | | | | |
| | c. CITY Washington | d. STATE DC | e. ZIP CODE 20555 | | |

22. UNITED STATES OF AMERICA
BY (Signature)

Valerie M. Whipple

23. NAME (Typed)
**Valerie M. Whipple
Contracting Officer**
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

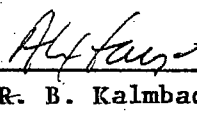
ADM002

List of Attachments

1. Statement of Work

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:


Name R. B. Kalmbach
Title Director, Contracts

October 24, 2006
Date

A. SEAT BELTS

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

B. CONSIDERATION AND OBLIGATION – COST PLUS FIXED FEE (JUN 1988)

- (a) The total estimated cost to the Government for full performance of this contract is **\$103,620**, of which the sum of **\$96,094** represents the estimated reimbursable costs, and of which **\$7,526** represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount presently obligated with respect to this order is **\$30,000 (transferred from Basic Contract No. NRC-02-06-018 Award)**. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.
- (d) In the event that the Government exercises optional work pursuant to FAR Clause 52.217-8 and FAR Clause 52.217-9 incorporated in this delivery order, the total estimated amount of this order will increase by the follows:

Optional Period (October 1, 2007 - January 31, 2010):

| | <u>Cost</u> | <u>Fixed Fee</u> | <u>Total</u> |
|------------|---|---|--------------|
| Subtask 2: |  |  | \$134,858 |

Optional Work within Option Period:

| | <u>Cost</u> | <u>Fixed Fee</u> | <u>Total</u> |
|---------------------|-------------|------------------|--------------|
| Optional Subtask 3: | | | \$31,446 |

C. PERIOD OF PERFORMANCE

The period of performance of this order shall be October 6, 2006 - September 30, 2007, with the option to extend the term of the contract through January 31, 2010.

D. CLAUSES INCORPORATED BY REFERENCE

1. FAR 52.217-8, Option to Extend Services (NOV 1999)
2. FAR 52.227-1 Authorization and Consent (July 1995) Alternate I (April 1984)
3. FAR 52.227-11 Patent Rights - Retention by the Contractor (Short Form) (June 1997)
4. FAR 52.245-5 Government Property (Cost-Reimbursement, Time-and-Materials, or Labor Hour Contracts) Alternate I (May 2004)
5. FAR 52.251-1 Government Supply Sources (April 1984)

E. FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this delivery order by written notice to the delivery order or within 60 days of the expiration date of the delivery order; provided that the Government gives the delivery order or a preliminary written notice of its intent to extend at least 15 days before the delivery order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended delivery order shall be considered to include this option clause.
- (c) The total duration for this delivery order, including the exercise of any options under this clause, shall not exceed **January 31, 2010**.