

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER 9/30/2006	2. CONTRACT NO. (If any) GS10F0209K	6. SHIP TO:	
3. ORDER NO. DR-03-06-029	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. NRC-03-06-029	

5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Rachel Glaros, (301) 415-3672 Mail Stop T-7-I-2 Washington, DC 20555		b. STREET ADDRESS Mail Stop 012E5 11555 Rockville Pike	
c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852

7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR EARTH TECH, INC.		8. TYPE OF ORDER	

b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 300 OCEANGATE STE 700		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.	
d. CITY LONG BEACH		e. STATE CA	f. ZIP CODE 908026801

9. ACCOUNTING AND APPROPRIATION DATA 620-15-112-130 J-3252 252A 31X0200.620 FSS No.: NRR-06-029 \$200,000.00		10. REQUISITIONING OFFICE NRR NRR/PMAS/PCMB	
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT N/A
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input checked="" 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) See Block No. 14	16. DISCOUNT TERMS Net 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The Contractor shall provide Technical Assistance For Environmental Reviews of License Renewal Applications for two nuclear power plants in accordance with GSA Contract No. GS-10F-0209K and the Statement of Work found in Enclosure 2 to this delivery order. Ceiling Price of Delivery Order: \$759,384 Enclosure 1 contains labor categories, estimated labor hours, labor rates, and travel (NTE \$85,000 plus 7% Handling Charge) Period of Performance: Date of Award through the following 24 months. Incremental Funds in the amount of \$200,000 is being provided. CONTRACTOR DUNS No: 003184462					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages) 17(i). GRAND TOTAL
	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) Attn: (DR-03-06-029)						
c. CITY Washington			d. STATE DC	e. ZIP CODE 20555			

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) DONALD A. KING CONTRACTING OFFICER TITLE: CONTRACTING/ORDERING OFFICER
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ENCLOSURE 2 - STATEMENT OF WORK
NRR-06-029, JCN. J-3252

**Technical Assistance for U.S. Nuclear Regulatory Commission, Office of Nuclear Reactor
Regulation, License Renewal Applications, Environmental Reviews**

1.0 BACKGROUND

The NRC Office of Nuclear Reactor Regulation is responsible for ensuring the public health and safety through licensing and inspection activities at all commercial nuclear power reactor facilities in the United States. Whereas NRC's primary mandate of protecting public health and safety is governed by the Atomic Energy Act, the mission of protecting the environment is contained in numerous legislative initiatives. These include the National Environmental Policy Act (NEPA), the Endangered Species Act, the Clean Water Act, National Historic Preservation Act, Coastal Zone Management Act, and several other laws. The NRC environmental protection regulations for the nuclear power industry are described in 10 Code of Federal Regulations Part 51. Complying with NEPA is an NRC obligation. The NRC imposes requirements on its regulated community to provide environmental information as part of an application. One important stage in the licensing history of a nuclear power reactor is the renewal of its operating license. Staff are actively engaged in reviewing license renewal applications at existing power stations. Some of the main activities involve:

- Reviewing license renewal applications (LRAs), including Environmental Reports submitted by the applicant (i.e. owner/operator of the nuclear power plant)
- Preparing site-specific Environmental Impact Statements as a Supplement (SEIS) to NUREG-1437, "Generic Environmental Impact Statement for License Renewal" (Volumes 1 and 2, May 1996, referred to as the GEIS)
- Conducting public meetings before and after the Supplemental Environmental Impact Statement is published to obtain and respond to public comments.

The NRC published regulatory guidance for staff to follow when reviewing applications to address radiological and non-radiological environmental issues called the "Environmental Standard Review Plan" (ESRP, NUREG-1555, March 2000) to ensure conformance with its review process and to share the process with stakeholders. The NRC uses multi-disciplinary teams of specialists to facilitate the review of license renewal applications. The NRC team performs reviews with assistance from a contractor-led team of specialists.

2.0 OBJECTIVE

The objective of this contract is to obtain expert technical services to assist the Division of License Renewal, Office of Nuclear Reactor Regulation, in performing environmental reviews for nuclear power reactors license renewal activities and to produce technical input, based on the reviews, for preparation of Supplemental Environmental Impact Statements (SEIS, supplements to the Generic EIS, NUREG-1437).

3.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The contractor shall provide a Project Team Leader (PTL) and team of up to 9 (nine) subject matter experts. The PTL shall manage the project and serve as the point of contact to the NRC Technical Monitor (TM), Environmental Project Manager (EPM), and contract Project Officer (PO). The PTL holds a critical position requiring substantial involvement, spending approximately three (3) months full-time effort spread over the 17-month LRA review. The PTL shall be well versed in technical and managerial projects and shall be responsible for overall coordination of activities and completion of deliverables. The PTL may oversee compilation of the alternatives section (Chapter 8 of the SEIS) or may delegate this activity to a team member. The PTL will not take on additional responsibilities to substitute for subject matter experts.

The contractor team shall consist of up to 9 (nine) subject matter experts, as required by the NRC TM for each specific review effort. The team members shall be knowledgeable and experienced in the following disciplines: Air Quality, Aquatic Ecology, Historic and Archaeological Resources, Hydrology & Water Quality, Land Use, Meteorology, Radiological Protection, Socioeconomics, and Terrestrial Ecology. The NRC subject matter experts/team will be identified for each specific review effort, at designation of plant.

For each technical area, extensive information will be reviewed and evaluated for inclusion into SEIS input. During the review process, which includes a site audit, the following information needs are commonly obtained by subject matter experts either from information provided by the applicant or from developed sources. The list provides some indication of the breadth of expertise required which relates to the deliverables described in Section 5.0:

<u>Subject Area</u>	<u>Typical information Needed to Conduct Technical Reviews</u>
Air Quality:	List of permitted air emission sources Records of permit compliance statutes and violations Wind Rose diagrams
Alternatives:	Documentation on conventional and non-conventional power systems and impacts including electric generation from gas, coal, wind, solar, and energy conservation. Includes reviewing subject areas listed above and geology, seismology, mitigation assessments and knowledge of uranium fuel cycle and an aesthetics analysis.
Aquatic Ecology:	Use of biocides Listed threatened and endangered species Section 316(a) Entrainment and impingement reports Section 316(b) permits per Clean Water Act
Health Physics, Radiological Human Health and Safety:	Offsite Dose Calculation Manual Radiological Environmental Monitoring Program Reports Radiological and non-radiological procedures for waste handling Chronic effects data of electrical shock from transmission lines Severe accident mitigation alternatives (SAMAs)

Historic and Archeological Resources:	Archeological surveys Mitigation reports Correspondence from State Historic Preservation Office Advisory Council on Historical Preservation
Hydrology, Water Use, Water Quality:	Local and regional investigations Power plant specific monitoring data Weather information State or Federal NPDES permits State groundwater protection standards Discharge permits
Land Use:	County Zoning Ordinances Planning Documents Adjacent land use reports Land use plans
Socioeconomics:	State Reports on Revenues, Energy Assessment Population projections Distribution of minority and low income census blocks Environmental Justice reports and claims Traffic and transportation study reports Education Public Services
Terrestrial Ecology:	Listed threatened and endangered species Protocols for vegetation management

Compilation of information to conduct site audits and document findings for SEIS input requires extensive interviewing of stakeholders including power plant personnel; elected officials; Federal, State, and local government officials; school superintendent departments; social workers; and members of the public. For example, the ecologists will review recovery plans for endangered species, prepare biological assessments as required by the Endangered Species Act, and determine whether license renewal could affect endangered or threatened species or habitats. The contractor will interact with Fish and Wildlife Service (for freshwater or terrestrial species) and National Marine Fisheries Service (for oceanic and coastal areas). The contractor will also interact with State and Tribal Historic Preservation Officers to identify locations and effects on historic properties. All stakeholder interactions shall be coordinated with the NRC's EPM.

In addition to the PTL and subject matter experts, the contractor shall provide a technical editor and administrative support services who shall follow NRC's style guidance and have proficiency in use of Corel WordPerfect. The contractor shall provide all necessary personnel, equipment, facilities and materials to accomplish the efforts under this contract.

In the event contentions are admitted for hearing, the contract may be modified to add effort for the contractor team to reply to contentions and participate in hearings. The contractor will assume that no hearings will occur for the purposes of the proposal bid.

It is the responsibility of the contractor to assign technical staff, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet both the technical and regulatory objectives of the work specified in this Statement of Work (SOW).

If any work will be subcontracted or performed by consultants, the contractor shall obtain the NRC Contracting Officer's (CO) written approval of the subcontractor or consultant before initiating any subcontract. Conflict of interest considerations shall apply to any subcontracted effort

4.0 WORK REQUIREMENTS AND SCHEDULE

The Contractor shall perform an environmental review of, and shall provide input to, draft and final Supplemental Environmental Impact Statements (SEIS) for two (2) nuclear power reactor license renewal application reviews. The NRC may request partial LRA environmental reviews for one or both of the nuclear power plants within the ceiling amount of this order. The reviews shall conform to the requirements of ESRP, NUREG-1555, March 2000. The reports shall be written in accordance with NRC review guidance, and shall be consistent with NUREG-0650, "Publishing Documents in the NUREG Series" and NUREG-1379, "NRC Editorial Style Guide."

The contractor shall submit a staffing plan and draft project plan inclusive of schedule and deliverables (MS Project or similar format) to the PO for confirmation within 5 days after designation of plant. The effort for each environmental review will commence prior to receipt of the license renewal application.

The contractor shall commit to the prescriptive 17-month schedule at the start of each project to work with NRC staff in participating on scouting trips, site audits, public meetings, comment binning sessions, SEIS draft and final writing sessions, and completing additional reports as directed by the PO.

The contractor shall follow its quality control plan which outlines the procedures and system the contractor will use for document version control, technical input tracking, change management, and technical and editorial reviews. The contractor shall organize, track, and manage changes in a structured, systematic, and transparent manner, throughout the review and production of SEIS input.

The standard scope of work for each complete review and SEIS input preparation is described in the following Task:

Task 1 - Orientation

The contractor team shall attend a one-day orientation at the NRC headquarters (or at the contractor's office) and be prepared to discuss the NRC's license renewal process for completing environmental reviews. This orientation session may be held in conjunction with the contract kick-off meeting and will discuss the business practice of working for NRC on environmental reviews.

The contractor will attend and observe NRC scheduled events for other LRA projects, possibly

including public meetings, site audits, and writing sessions at the direction of the TM as part of the orientation effort, if necessary. For the purposes of bidding, assume that the Project Team Leader (PTL) will attend draft and final writing sessions (one week each) and the entire team will attend a scoping meeting and site audit (held during the same week).

Task 2 - Environmental Reviews

For each LRA review, the contractor shall provide a finalized project plan within 5 working days of receipt of NRC comments on the draft project plan. The plan shall include the schedule and deliverables (MS Project or similar format) for the duration of the effort. The contractor shall review the specified plant's LRA environmental report, and identify and organize the technical information for inclusion in the draft SEIS. (The TM will provide a SEIS template which is a skeleton electronic file illustrating the format of the SEIS.) The contractor shall populate the SEIS with technical review input and complete camera-ready draft and final deliverables ready to be published as a NUREG document for public review. Information contained in the SEIS is based on (1) the analysis and findings in the GEIS (NRC 1996, 1999), (2) the LRA environmental report submitted by the applicant and interviews conducted during the site audit, (3) consultation with Federal, State, and local agencies, (4) the NRC staff's independent review (supported by contractor input), and (5) the consideration of public comments. If necessary, formal written requests for additional information will be sent by the NRC to the applicant(s) to fill in gaps in knowledge for completing the draft SEIS. However, the NRC staff expects that most, if not all, knowledge gaps will be filled at the site audit.

For each license renewal application, the contractor shall perform the work requirements outlined in the generic schedule contained in Attachment 1 to complete LRA environmental reviews. (The schedule is generic and may be subject to minor adjustments for each application.)

See Table 1 at Attachment 1.

Partial review efforts will follow the generic schedule from a pre-identified point to be noted at plant designation.

For purposes of preparing a proposal, the bidder shall assume the specified review effort will involve a plant application in the following plant sites. The actual plant assignments will be identified by the NRC PO after receipt of plant application and may differ from the listed sites.

<u>Plant and Location</u>	<u>Estimated Application Receipt Date</u>
Unspecified Plant	1st quarter FY07
Beaver Valley	February 2007

5.0 DELIVERABLES

Technical Reporting Requirements

The contractor shall provide one hard copy and an electronic copy of deliverables to the NRC PO, TM, and EPM. The electronic copy of deliverables shall be provided in the NRC-approved

version of WordPerfect or other word processing software.

The transmittal letter and cover page of each report, or other deliverables shall contain the job control number (JCN), work order number and title, NRC technical assignment control (TAC) number, and the facility name and docket number, as appropriate. All SEIS input deliverables shall be prepared in NUREG format.

The types, quantities, and distribution of the reports will be specified by the PO after receipt of plant application. Typically, the reports will include:

- trip reports with meeting summaries, observations, and recommendations;
- scoping summary report;
- technical letter reports that request additional or clarifying information (RAIs);
- pre-site audit, draft, and final SEIS input in SEIS format.

The contractor shall provide one hard copy and an electronic copy of the following deliverables for each review to the NRC PO, TM, and EPM.

A. Project Plan for each plant

Draft due: Within 5 working days after plant designation.

Final due: within 5 working days from receipt of NRC comments

B. SEIS - Beaver Valley and Unspecified Plant

Draft due: 8 months from commencement of the task

Final due: 17 months from commencement of the task

SEIS input is to be delivered "camera ready" to NRC in an NRC-approved version of Corel WordPerfect (not a conversion from MS Word) format on CD-ROM. Figures will be in .tif format. NRC will take the electronic files and produce the published report. The contractor shall provide administrative support to compile SEIS input from the contractor team and NRC team, and to incorporate changes to the document as needed.

Monthly Status Report

The contractor shall provide a Monthly Status Report to the NRC Project Officer (PO), Technical Monitor (TM), Contracting Officer (CO), T. Champion, NRR/PMAS, and R. Skinker, OCFO, by the 15th of each month, in a format similar to the sample contained in Attachment 2. The report should be transmitted electronically to the PO at saa2@nrc.gov, TM, T. Champion at tdc1@nrc.gov, and R. Skinker at rks2@nrc.gov with a hard copy sent to the CO. The report shall provide the technical and financial status of the effort.

The technical status section of the report shall contain a summary of the work performed under each work order during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total contract award amount and funds obligated to date; total costs incurred in the reporting period, broken down by direct and indirect costs, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract/task order. Additionally, the report shall address the status of the Contractor Spending Plan (CSP) for each work order, showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The report should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than \$500.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

License Fee Recovery Cost Status Report

The work for all Tasks is license fee recoverable.

Pursuant to the provisions on fees of 10 CFR Parts **170** and **171**, provide the total amount of funds costed during the period and cumulative to date for each task/work order by facility. The License Fee Recovery Status Report must be on a separate page, as part of the monthly status report, in the format provided in Attachment 2.

There should be only one License Fee Recovery Cost Status (LFRCS) table per contract each month. Unit numbers, for example, Beaver Valley 2, should be identified for each facility included in each table, the facilities should be sorted by docket number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one unit at the same site, each unit should be listed separately and the costs should be split appropriately between the units. Common costs, as defined below, must be identified separately in the LFRCS table each month and must be divided among all plants worked on under the program during the month. The total of the period costs reported in the LFRCS 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 LFRCS table.

“Common costs” are those costs associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the lead-plant 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.

6.0 PERIOD OF PERFORMANCE

The period of performance is 24 months from award of the order. For the Unspecified Plant LRA project, anticipated to be received in the first quarter of FY2007, the project must be completed within 17 months. The period of performance will remain open through resolution of any issues identified during the FSEIS 30-day "cooling off" period.

For the Beaver Valley Plant LRA project, anticipated to be received in February 2007, the work must be completed within 17 months from commencement of the work (by September 2008). The period of performance will remain open through resolution of any issues identified during the FSEIS 30-day "cooling off" period.

7.0 MEETINGS AND TRAVEL

Teleconferences will be typically held on a weekly to monthly basis between the EPM and PTL. Progress meetings will be quarterly during any active phase of this project, at the discretion of NRC. Each of these meetings between the Project Team Leader and the NRC TM for the contract is expected to last 1 to 2 days. The contractor should plan to make available key personnel assigned to active tasks during the course of these meetings. Most meetings will occur at the contractor's office. Periodically, a program review meeting, which involves NRC and contractor senior management, will be held at the contractor's office to review overall program objectives and project performance; program reviews are typically held annually. In addition, meetings at NRC Headquarters and technical information gathering trips may be necessary and will be identified by the PO.

Task 1 - Orientation

The contractor shall attend a one-day briefing held either at the NRC headquarters or at the contractor's office and be prepared to discuss the NRC's license renewal process for completing environmental reviews. The entire contractor team shall attend including the PTL, all subject matter experts, and the editor.

In addition, for orientation the contractor may attend and observe NRC scheduled events for other LRA projects as required:

Site Audit/Scoping meeting: 10-people (PTL and 9 subject matter experts), 5-day trip
Draft SEIS writing session: 4-person (PTL), 5-day trip
Final SEIS writing session: 1-person (PTL), 5-day trip

Specific meeting and travel requirements will be identified by the PO. Other travel will be confirmed with the NRC EPM prior to commencement of the travel.

Task 2- Environmental Reviews

The following assumptions should be used for each LRA project to travel to the plant site:

Scouting Trip: 1-person (PTL), 5-day trip to power plant vicinity
Site Audit/Scoping meetings: 10-people (PTL and 9 subject matter experts), 5-day trip

RAI discussions: 1-person (PTL), 3-day trip
Draft SEIS public meeting: 5-person (PTL and 4 subject matter experts), 3-day trip
Final SEIS meeting at NRC: 4-person (PTL and 3 subject matter experts), 4-day trip

8.0 NRC FURNISHED MATERIALS

The NRC EPM will supply the manuscript template for initiating the writing and researching process. **The contractor shall be knowledgeable of the guidance documents listed here.**

The NRC public website contains information on the license renewal process for safety and environmental reviews including information on regulations, guidance documents, and schedules at <http://www.nrc.gov/reactors/operating/licensing/renewal.html>

The NRC TM will provide the contractor with the license renewal applications. The TM and EPM can also provide other applicable background information and reference documentation (e.g. previous environmental statements for the plant). For the purpose of providing a proposal, the NRC web site below contains samples of license renewal applications and staff SEIS documents. An example is the draft SEIS from the D.C. Cook Nuclear Plant LRA:
<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1437/supplement20/index.html>

The following NUREG reports related to this effort are available through the NRC Agency-wide Document Access and Management System (ADAMS):

NUREG-1379, "NRC Editorial Style Guide," is available through ADAMS at:
<http://www.nrc.gov/reading-rm/adams/web-based.html> (accession number ML041050307)

NUREG-650, "NRC Collection of Abbreviations," Revision 2 is available through ADAMS
<http://www.nrc.gov/reading-rm/adams/web-based.html> (accession number ML041050544)

An electronic copy of MD 3.7 will be provided if requested.

The NRC electronic reading room (<http://www.nrc.gov/reading-rm.html>) contains document collections with numerous publications pertaining to license renewal. Several staff generated NUREG reports and Regulatory Guides are found on the same website:

NUREG-1437: Generic Environmental Impact Statement for License Renewal (GEIS), Volumes 1 and 2, 1996 and Addendum 1, August 1999.

NUREG-1555: Environmental Standard Review Plan (ESRP) Volumes 1 and 2 and Supplement 1. The final ESRP March 2000 (NUREG-1555) is not on the web but is available in ADAMS and on paper or CD. Supplement 1 is specifically for license renewal. (ML003701937, ML003702134 and ML003702019)

Regulatory Guide 4.2 (NUREG-0099) Preparation of Environmental Reports for Nuclear Power Stations (July 1976).

Regulatory Guide 4.2, Supplement 1 published in September 2000, supplements guidance on

the format and content of an environmental report to be submitted as part of an application for the renewal of a nuclear power plant operating license (ML003739524).

Regulatory Guide 4.7, "General Site Suitability Criteria for Nuclear Power Stations," (published April 1998) discusses the major site characteristics related to public health and safety and environmental issues that the NRC staff considers in determining the suitability of sites for light-water-cooled nuclear power stations.

NRC established new policy instructions on May 28, 2002 for conducting public meetings and providing information in ADAMS and on the web.

The following brochures and fact sheets are most relevant to the work of the contractor. These brochures are available on the web and are distributed at the public meetings:

Brochures <http://www.nrc.gov/public-involve/brochures.html>

Reactor License Renewal [NUREG/BR-0291](#)

Public Involvement in the Nuclear Licensing Process [NUREG/BR-0215](#)

Reporting Safety Concerns [NUREG/BR-0240](#)

NRC: Regulator of Nuclear Safety [NUREG/BR-0164](#)

The US NRC and How It Works [NUREG/BR-0256](#)

Transporting Spent Fuel [NUREG/BR-0111](#)

Regulation and Use of Radioisotopes [NUREG/BR-0217](#)

Public Petition Process [NUREG/BR-0200](#)

The Atomic Safety Licensing Board Panel [NUREG/BR-0249](#)

Citizen's Guide to US NRC Information [NUREG/BR-0010](#)

Reactor Oversight Process [NUREG/BR-1649](#)

Nuclear Power Plant Licensing Process [NUREG/BR-0298](#)

Fact Sheets

Nuclear Reactor Licensing Process

License Renewal

NRC Fact Sheet (General) [NUREG/BR-0099](#)

Nuclear Material and Safeguards [NUREG/BR-0137](#)

ORDER TERMS, CONDITIONS, AND REQUIREMENTS

A. PROJECT OFFICER AUTHORITY (FEB 2004)

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

Name: Sally Adams

Address: 11555 Rockville Pike, O12E5
Rockville, MD 20852

Telephone Number: 301-415-0209

(b) Performance of the work under this contract 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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The 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 contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract; settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the 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 contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC

must be furnished to the contracting officer.

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

(f) 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 contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the 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 contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

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

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

B . TECHNICAL MONITORS

1. The Technical Monitor for this contract is indicated below :

Name: Alicia Mullins

Address: 11555 Rockville Pike, Mail Stop O11F1
Rockville, MD 20852

Telephone Number: (301) 415-1224

(b) The Technical Monitor may issue technical instructions from time to time during the duration of this contract. Technical instructions must be within the general statement of work stated in the task 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 technical monitor will assist the Project Officer in monitoring contractor's technical progress and performance, and assisting the contractor in the resolution of any technical problems encountered during performance.

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

C. 2052.215-70 KEY PERSONNEL

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



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.

D. 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 209.570-2, 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 non-disclosure 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 209.570-9.

(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.

E. FAR 52.232-7, "PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS"

FAR 52.232-7 is applicable and hereby incorporated by reference into this order.

F. CONSIDERATION AND OBLIGATION CLAUSE

(a) The total estimated amount of this delivery order (ceiling) for the product/services ordered, delivered, and accepted under this contract is \$759,384. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum limitation prescribed under this delivery order.

(b) The amount presently obligated with respect to this delivery order is \$200,000. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contract Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this delivery. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

Attachments: (3)

1. Work Requirements Generic Schedule
2. Monthly Status Report Format.
3. Billing Instructions for Labor Hours Type Contract

Statement of Work Attachment 2

Monthly Status Report for July
 Under Contract No. NRC-XX-XX-XXXX, JCN-.....

A. Work Order Identification and Financial Summary Information

Contract/Agreement Number JCN Number Work Order Number

J-

Project Title:

Contract Team Leader

NRC Technical Monitor

NRC Project Manager

Sally Adams

(301) 415-0209

Total Award Amount:

Funds Obligated to Date:

Total Costs Incurred This Reporting Period Direct:

Total Costs Incurred This Reporting Period Indirect:

Cumulative Costs to Date:

Percent Expended (Cum Cost/Obligated):

Balance of Obligated Funds Remaining:

Balance of Fund Required for Completion:

Period of Performance:

Spending Plan

	10/03	11/03	12/03	01/04	02/04	03/04	04/04	05/04	06/04	07/04	08/04	09/04	10/04	11/01	12/04	Total
Planned	Xx												-	-	-	
Revised Plan	Xxx												-	-	-	
Actual	Xx												-	-	-	

B. Efforts Completed/Schedule Milestone Information

Subtask	Description	Planned Completion Date	Revised Completion Date	Actual Completion Date
1	xxx	09/30/2006		
2				

C. Work Performed

Work under this task order is XX percent complete.

D. Problem/Resolution

E. Travel for This Period

Name	Start Date	End Date	Destination

F. Plans for Next Period

G. Staff Hour Summary

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status
1				Completed
2				complete

LICENSE FEE RECOVERY COST STATUS

Work Order	Facility Name and Unit	Docket Number	Identification (TAC) Number	Costs	
				Period	Cumulative

Common Costs

No license fee recoverable costs were incurred during the reporting period.

**BILLING INSTRUCTIONS FOR
LABOR HOUR TYPE CONTRACTS**

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. 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
Mail Stop T-7-I-2
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice 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
11555 Rockville Pike - Mail Room
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 and Property Management.

Agency Payment Office: Payment will be made by the following office:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance GOV/COMM
Mail Stop T-9-H4
Washington, DC 20555

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase/delivery order period and claimed after the purchase/delivery order has expired, the period during which these costs were incurred must be cited. To be considered a proper voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" OR "EXPIRATION INVOICE".

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

ATTACHMENT

**INVOICE/VOUCHER FOR PURCHASES
AND
SERVICES OTHER THAN PERSONAL**

(SAMPLE FORMAT - COVER SHEET)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management MS: T-7-12
Washington, DC 20555-0001

(a) Purchase/Delivery Order No: _____

(b) Voucher/Invoice No: _____

(c) Date of Voucher/Invoice: _____

Payee's Name and Address

(d) Individual to Contact Regarding Voucher/Invoice
Name: _____
Telephone No: _____

(e) This voucher/invoice represents reimbursable costs for the billing period
_____ to _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, by task and plant. In addition, the contractor shall include travel costs incurred with the required supporting documentation (invoices for lodging, airfare, and any costs in excess of \$75), as well as, the cumulative total of travel costs billed to date by task and plant.