

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER SEP 26 2007		2. CONTRACT NO. (If any) GS23F8182H		6. SHIP TO:		
3. ORDER NO. DR-07-07-522		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
4. REQUISITION/REFERENCE NO. NSR-07-522				b. STREET ADDRESS 11545 Rockville Pike Project Officer: Kathryn Brock 301-415-2015 Mail Stop:06H12		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Danielle Emche Mail Stop T-7-I-2 Washington, DC 20555				c. CITY Rockville		e. ZIP CODE 20852
7. TO:				d. STATE MD		
a. NAME OF CONTRACTOR ICF INCORPORATED, LLC				f. SHIP VIA		
b. COMPANY NAME				8. TYPE OF ORDER		
c. STREET ADDRESS 9300 LEE HWY				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR Except for billing instructions on the reverse, this Please furnish the following on the terms and delivery order is subject to instructions conditions specified on both sides of this order contained on this side only of this form and is and on the attached sheet, if any, including issued subject to the terms and conditions delivery as indicated. of the above-numbered contract.		
d. CITY FAIRFAX		e. STATE VA	f. ZIP CODE 220316050			
9. ACCOUNTING AND APPROPRIATION DATA B&R: 711-15-111-136 JC: R3138 BOC: 251A 31X0200.711 PFS No. NSR-07-522 Obligate: \$20,000.00				10. REQUISITIONING OFFICE NSR		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT
<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		N/A
<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)		16. DISCOUNT TERMS
a. INSPECTION		b. ACCEPTANCE		AS Stated Below		N/A

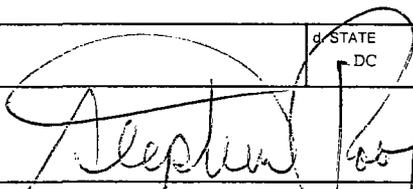
17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This delivery order for technical assistance is subject to the terms and conditions set forth under GSA Federal Supply Schedule No. GS-23F-8182H, in accordance with the attached Statement of Work (Enclosure 1) Period of performance: 11/01/2007 through 10/31/2008. ICF, Inc., LLC cost proposal/pricing (Enclosure 2) is hereby included as part of this delivery order. All travel costs shall be in accordance with Federal Government travel regulations. Time & Material Delivery Order CURRENT OBLIGATION: \$20,000.00 Invoicing is subject to, 'Billing Instructions for Labor Type Contracts' (Enclosure 3) Consideration and obligation for time and materials will be on an incrementally funded basis.					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts					
b. STREET ADDRESS (or P.O. Box) Mail Stop T-7-I-2					
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		
22. UNITED STATES OF AMERICA BY (Signature)					23. NAME (Typed) Stephen Pool, Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER

17(h) TOTAL (Cont. pages)
17(i) GRAND TOTAL

\$20,000.00



TEMPLATE ADMIN001

SUNSI REVIEW COMPLETE

OCT 19 2007

OPTIONAL FORM NO. 4 (2006) PREVIOUS EDITIONS ARE OBSOLETE. GSA GEN. REG. NO. 27 CFR 53.213(f)

ADMIN002

Please indicate your acceptance of this contract by having an official who is authorized to bind your organization execute three copies of this document in the spaces provided below. Please send a fax of the signed document to 301-415-8157, so that this may be executed before the end of the fiscal year, this Friday 09/28/2007. One signed original should be retained for your records. In addition, please send the other two signed originals to NRC Headquarters via overnight delivery and use the following street address:

U.S. Nuclear Regulatory Commission
Division of Contracts
Attn: Danielle Emche, Mailstop: T-7-I-12
11545 Rockville Pike
Rockville, MD 20852

ACCEPTED:



Laurence Rose
Name

V. P. Director of Contracts
Title

September 26, 2007
Date

TASK ORDER TERMS AND CONDITIONS**B.1 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Total funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

B.2 CONSIDERATION AND OBLIGATION—TIME AND MATERIALS TYPE TASK ORDER

(a) The total estimated amount of this contract (ceiling) for the services ordered, delivered, and accepted under this contract is \$115,489.00 (see Enclosure 2 for Cost Proposal/Pricing).

(b) The amount presently obligated with respect to this contract is \$20,000.00. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.3 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.

B.4 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.

B.5 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Name: Ms. Kathryn Brock

Address: U.S. Nuclear Regulatory Commission
Mail Stop: 06H2
11545 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-2015

(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
Page 8 of 10

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.
- (7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

B.9 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

- (a) Total expenditure for travel may not exceed \$453 without the prior approval of the contracting officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

B.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed October 30, 2010.

B.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on 11/01/2007 and will expire on 10/31/2008. The term of this contract may be extended at the option of the Government for an additional two years, until 10/31/2010.

B.9 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

B.10 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.

B.11 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.

**STATEMENT OF WORK
NRC Contract NRC-07-07-522**

**Contract Support for the
Rulemaking to Enhance Emergency Preparedness Regulations**

1. BACKGROUND

The Office of Nuclear Security and Incident Response (NSIR), Division of Preparedness and Response (DPR), Regulatory Improvements Team, coordinates and manages the overall development and implementation of policies and programs, and the technical bases for rulemaking activities, for emergency preparedness and response at NRC-licensed nuclear power reactors, decommissioning reactors, spent fuel storage installations, and research and test reactors. Among others, DPR has overall responsibility for the technical basis for the enhancements to emergency preparedness (EP) rulemaking activities, which are relevant to this contract.

The Office of Nuclear Reactor Regulation (NRR), Division of Policy and Rulemaking (NRR/DPR) provides centralized program management for the development of rules within NRR and NSIR, and the documentation and implementation of policies and procedures for effective, consistent, and understandable regulations. This support includes development of regulatory analysis, including cost analysis, on the impact of proposed regulatory activities. NRR/DPR has overall responsibility for the management of the rulemaking effort for the enhancements to EP, which are relevant to this contract.

SECY-06-0200, "Results of the Review of Emergency Preparedness Regulations and Guidance" provided the results of the staff's evaluation of the EP planning basis as well as a review of EP regulations and guidance in light of the terrorist events of September 11, 2001, and technical advances and lessons learned from the implementation of the EP program over the last 25 years. The staff concluded that the EP planning basis remains valid; however, the staff determined that the EP regulations and guidance should be enhanced. In the Staff Requirements Memorandum (SRM) for SECY-06-0200, the Commission directed the staff to conduct rulemaking to codify the enhancements to EP regulations.

EP Enhancements and Technical Basis

The staff conducted a review of 21 individual EP issues, including several security related issues that were the subject of Bulletin 2005-02, "Emergency Preparedness and Response Actions for Security-Based Events," dated July 18, 2005, which requested information from licensees about the integration of security enhancements into emergency response functions at power reactors. The 21 issues were divided into two categories, (1) security-based EP elements, and (2) other EP issues, and each issue was evaluated and given a priority of high, medium, or low, based on a staff analysis of predictability, stakeholder impact, and agency interest. As part of the EP review, the staff met with internal and external stakeholders including Department of Homeland Security (DHS) management, on numerous occasions to discuss the elements of the EP review and plans to pursue the update of EP regulations and guidance.

evaluated by the staff in SECY-06-0200 as having a high priority. Each of the 12 issues are described in detail in Enclosure 4, which provide the information required in a rulemaking plan including the definition of the regulatory problem, the preliminary concept of actions to resolve the problem, and staff recommendations for revision of the regulations and guidance.

2. CONTRACT OBJECTIVES

The objective of this contract is to obtain technical assistance for activities related to the proposed and final rule. This may include preparing regulatory analyses, public comment disposition, meeting support, and assistance with backfit analyses preparation. The contractor shall also provide an Office of Management and Budget information collection burden analysis in accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*).

3. SCOPE

The contractor shall provide rulemaking guidance, organization and support while conducting a complete regulatory analysis for the Emergency Preparedness and Emergency Response Data System Rulemakings..

4. PERFORMANCE REQUIREMENTS

Technical assistance services for the EP rulemaking shall be provided relative to the tasks identified below:

4.1 Base Year: Provide support to NRC to complete the rulemaking:

- 4.1.1 Prepare final regulatory and backfit analysis in accordance with guidance in the most current version of Regulatory Analysis Guidelines of the U.S. Nuclear Regulatory Commission, NUREG/BR-0058, and make changes necessary based on draft final rule and public comments on proposed regulatory and backfit analysis. Provide a draft final regulatory and backfit analysis within 45 days of receipt of the draft final rule text from NRC.
- 4.1.2 Prepare final OMB clearance and input to responses to comments on the OMB clearance, and make changes necessary based on draft final rule. Provide draft final OMB clearance within 2 weeks of completion of the draft final regulatory and backfit analysis from Task 4.1.1. Provide input to responses to comments on the OMB clearance within 30 calendar days after closure of the public comment period on the OMB clearance.
- 4.1.3 Provide input to executive summaries and other briefing or rule package materials related to the rulemaking. Provide input within 2 weeks of the request from NRC.
- 4.1.4 Draft input for *Federal Register* notices related to the rulemaking. Provide draft input for the *Federal Register* notice for the rulemaking within 30 days of the request from NRC.

- 4.1.5 Support meetings on the rulemaking, including meetings with ACRS, CRGR, and stakeholders including; draft handouts or slides, attend meetings, participate in discussions, document detailed notes from meetings, draft meeting summaries, draft responses to questions raised at the meetings. Provide information within 2 weeks of each meeting.
- 4.2 Option Years: Provide support to NRC to complete the rulemaking:
- 4.2.1 Establish a database for tracking public comments on the proposed rule. Provide the database framework within 30 days of the request from NRC. Provide the database updated with the public comments received within 30 days of receipt of public comments at a public meeting. Provide the database updated with the public comments received within 2 weeks of closure of the public comment period.
- 4.2.2 Draft recommended responses to public comments on the proposed rule. Provide draft input for responses to public comments received during public meetings within 30 calendar days of completion of the meeting. Provide draft input for responses other public comments received within 45 calendar days of closure of the public comment period.
- 4.2.3 Prepare final regulatory and backfit analysis in accordance with guidance in the most current version of Regulatory Analysis Guidelines of the U.S. Nuclear Regulatory Commission, NUREG/BR-0058, and make changes necessary based on draft final rule and public comments on proposed regulatory and backfit analysis. Provide a draft final regulatory and backfit analysis within 45 days of receipt of the draft final rule text from NRC.
- 4.2.4 Provide input to executive summaries and other briefing or rule package materials related to the rulemaking. Provide input within 2 weeks of the request from NRC.
- 4.2.5 Draft input for *Federal Register* notices related to the rulemaking. Provide draft input for the *Federal Register* notice for the rulemaking within 30 days of the request from NRC.
- 4.2.6 Support meetings on the rulemaking, including meetings with ACRS, CRGR, and stakeholders including; draft handouts or slides, attend meetings, participate in discussions, document detailed notes from meetings, draft meeting summaries, draft responses to questions raised at the meetings. Provide information within 2 weeks of each meeting.
- 4.2.7 Provide technical or administrative support for development of guidance documents to accompany the final rule.

5. PERIOD OF PERFORMANCE

The period of performance for this contract shall be from October 1, 2007 to September 30, 2008, with two (2) 12-month option periods thereafter.

6. REQUIRED EXPERTISE

Technical expertise in emergency preparedness, emergency response, engineering, nuclear engineering, cost engineering and project management is required. Technical expertise is also required in cost/benefit analysis, risk analysis and environmental sciences.

The Contractor shall provide a responsible Project Manager, who shall also be considered as key personnel under the contract. The Contractor's Project Manager shall have the following responsibilities:

- (a) oversight responsibility for all tasks placed under any resultant contract;
- (b) oversight responsibility for the efforts of any Contractor team that is assembled for tasks placed under any resulting contract;
- (c) performing other project management duties that are necessary for the successful completion of task and overall contract requirements; and
- (d) ensuring the quality of deliverables so that all information and data are accurate and complete.

7. NRC FURNISHED MATERIALS

Many of the documents associated this SOW may be found in ADAMS or on the public website. Any other relevant information will be provided to the Contractor by NRC.

8. TRAVEL REQUIREMENTS

Only local travel is anticipated.

19. LEVEL OF EFFORT

Base Year [REDACTED]

Option Year One ([REDACTED])

Option Year Two ([REDACTED])

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-I2
Washington, DC 20555-0001

(a) Purchase Order No:
(b) Voucher/Invoice No:
(c) Date of Voucher/Invoice:

Payee's Information:
Name:
Telephone No:
Address:

(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, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.