

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

4 JAN 08

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

BPA NO.

1. DATE OF ORDER 07/15/08		2. CONTRACT NO. (If any) NRC-41-08-004		6. SHIP TO:	
3. ORDER NO. TO 003		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Amir Kouhestani 301-415-0023	
4. REQUISITION/REFERENCE NO. FSM-08-004		5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Attn: Valerie Whipple Mail Stop: TWB-01-B10M Washington, DC 20555		b. STREET ADDRESS MaT8G7	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE INC		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 6220 CULEBRA RD		Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385100		
9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: F1070 B & R NUMBER: 85515355226 BOC: 252A APPN: 31X0200 \$21,737 FFS: 5508R055		10. REQUISITIONING OFFICE NMS NMSS/DWMEP/EPAB			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))			g. SERVICE-DISABLED VETERAN-OWNED		12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL			<input checked="" type="checkbox"/> b. OTHER THAN SMALL		
<input type="checkbox"/> c. DISADVANTAGED			<input type="checkbox"/> f. EMERGING SMALL BUSINESS		
<input type="checkbox"/> d. WOMEN-OWNED			<input type="checkbox"/> e. HUBZone		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Rockville, MD 20852		b. ACCEPTANCE Rockville, MD 20852		07/15/08 - 07/14/09	
				16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Contractor shall provide services in accordance with the attached Statement of Work entitled "Health Physics Review of Uranerz Energy Corporation License Application for Nichols Ranch ISR Project."</p> <p>The total estimated (ceiling) is \$31,540 and the obligated amount is \$21,737. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.</p> <p>NRC PROJECT OFFICER: Edna Knox-Davin 301-415-6577</p> <p>PERIOD OF PERFORMANCE: 07/15/2008 - 07/14/2009</p> <p>DUNS: 007936842</p>					

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 NRCPayments@nrc.gov						
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770, 7301 W. Mansfield Avenue						
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		\$31,540 (ceiling)		

22. UNITED STATES OF AMERICA
BY (Signature)

Valerie M. Whipple

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

AUG 21 2008

OPTIONAL FORM 347 (REV. 3/2005)
PRESCRIBED BY GSA/FEAR-48 CFR 53.213(e)

TEMPLATE - ADM001

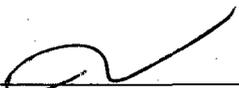
ADM002

List of Attachments

1. Statement of Work

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

ACCEPTED:



Name R. B. Kalmbach
Title Executive Director, Contracts

August 11, 2008

Date

OTHER TERMS AND CONDITIONS

A. SEAT BELTS

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

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

- (a) The total estimated cost to the Government for full performance of this contract is **\$31,540**, of which the sum of **\$29,239** represents the estimated reimbursable costs, and of which **\$2,302** represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount presently obligated with respect to this order is **\$21,737**. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

C. PERIOD OF PERFORMANCE

The period of performance of this order shall be **July 15, 2008 – July 14, 2009**.

D. 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.

E. 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Name

Position

[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.

STATEMENT OF WORK

TASK ORDER TITLE: HEALTH PHYSICS REVIEW OF URANERZ ENERGY CORPORATION LICENSE APPLICATION FOR NICHOLS RANCH ISR PROJECT

JOB CODE: F1070

TASK ORDER NUMBER: THREE (3)

B&R NUMBER: 85515355226

NRC ISSUING OFFICE: FSME

NRC PROJECT OFFICER (PO): EDNA KNOX-DAVIN (301) 415-6577

NRC TECHNICAL PROJECT MANAGER (TPM): AMIR KOUHESTANI (301) 415-0023

NRC TECHNICAL MONITOR (TM): JIM WEBB (301) 415-6252

FEE RECOVERABLE: YES

TAC NUMBER: J00553

DOCKET NUMBER: 40-9067

1.0 Background

By letter dated November 30, 2007, Uranerz Energy Corporation (UEC) submitted a source material license application to the U.S. Nuclear Regulatory Commission (NRC) for the Nichols Ranch *In Situ* Recovery Uranium Project in Campbell and Johnson Counties, Wyoming. The license application consisted of both a Technical Report and an Environmental Report. The Technical Report was prepared in accordance with NUREG-1569, "Standard Review Plan for In Situ Leach Uranium Extraction License Applications," and the Environmental Report was prepared in accordance with the guidance in NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs." The NRC staff conducted an acceptance review of the application and, in a letter to UEC dated April 14, 2008, determined that the application was acceptable for detailed technical and environmental review.

2.0 Objective

The objective of this task order is to provide technical assistance in the form of a detailed technical review of selected health physics-related portions of the Nichols Ranch Technical Report. Specifically, the review is to determine the acceptability of selected aspects of UEC's programs for the conduct of facility operations and performing post-reclamation and decommissioning radiological surveys.

3.0 Work Requirements/Scope of Work

Center for Nuclear Waste Regulatory Analyses (CNWRA) staff shall review the health physics program areas of the Nichols Ranch Technical Report that correspond to the review areas in Section 5.2 (Management Control Program), Section 5.5 (Radiation Safety Training), Section 5.7.5 (Bioassay Program), Section 5.7.9 (Quality Assurance), and Section 6.4 (Methodologies for Conducting Post-Reclamation and Decommissioning Radiological Surveys) of NUREG-1569. Specifically, CNWRA staff shall determine the acceptability or adequacy of UEC's management control program, radiation safety training program, bioassay program, quality assurance program, and methodologies for conducting post-reclamation and decommissioning radiological surveys.

CNWRA staff shall use the guidance provided in the following chapters of NUREG-1569 during the conduct of its review of the aforementioned health physics-related areas of the Nichols Ranch Technical Report: Chapter 5 (Operations), Sections 5.2, 5.5, 5.7.5 and 5.7.9; and Chapter 6 (Ground-Water Quality Restoration, Surface Reclamation, and Facility Decommissioning), Section 6.4. Questions related to the applicability or interpretation of guidance documents should be resolved with NRC staff. The CNWRA staff shall generate comments and requests for additional Information (RAIs), if necessary, and prepare draft and final technical evaluation reports (TERs) as products of the review.

4.0 Level of Effort

The estimated level of effort for this task order, exclusive of subsection 3.1, is approximately 150 staff hours.

5.0 Technical Qualifications Required

The CNWRA shall provide the services of appropriate staff with primary expertise in health physics for the conduct of the technical review.

6.0 Meetings and Travel

No travel will be required for this task order. CNWRA staff will participate in conference or telephone calls, as needed, to address and resolve issues or questions that may arise during the conduct of the technical review.

7.0 NRC Furnished Material

NRC will provide the following to CNWRA staff: One copy of the Nichols Ranch license application consisting of both the Technical Report and the Environmental Report.

8.0 Period of Performance

The period of performance of this task order, excluding potential work for adjudicatory hearings, shall be 12 months from date of task order award.

9.0 Schedule/Deliverables

The following schedule of the CNWRA staff time required is based on estimates of time intervals to accomplish this task order.

<u>Calendar Time To Accomplish Task</u>	<u>Elapsed Time</u>
Review license application and participate in conference call to discuss review progress.	3 weeks from task initiation
Prepare draft RAIs (if necessary) and submit to NRC.	7 weeks from task initiation
Discuss draft RAIs and prepare and submit final RAIs to NRC.	9 weeks from task initiation

Review RAI responses and prepare and submit draft TER to NRC.

20 weeks from RAI response receipt

Discuss draft TER and prepare and submit final TER to NRC.

24 weeks from RAI response receipt

10.0 Technical Direction

Jim Webb is the designated NRC TM for this procurement. Edna Knox-Davin is the designated NRC PO. Technical instructions may be provided to the CNWRA staff by the TM during the duration of this requested task order. Technical instructions shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. Directions, if any, for changes in scope of work, cost, or period of performance will be issued by the NRC Contracting Officer (CO).

11.0 Technical Reports

Technical reports for this task order shall be submitted via electronic mail with electronic attachments consistent with the word processor in use at the NRC (WORD) or in portable document format (pdf), as appropriate. The CNWRA shall also provide one paper copy of each technical report to the NRC TM, the PO and the CO.

12.0 Financial and Technical Status Reports

The CNWRA shall submit periodic technical and financial reports in accordance with the basic contract. The estimated staff effort should be recorded at the subtask level. The work accomplished and the degree of completeness should also be tracked by subtask. The reports are due within 20 calendar days after the end of the report period (i.e., each four week period). The TM shall receive two copies of the periodic status report, the PO shall receive one copy and the CO shall receive one copy. See the contract for further distribution requirements.