

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 4

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

BPA NO.

1. DATE OF ORDER <b>AUG 26 2008</b>		2. CONTRACT NO. (if any) NRC-41-08-004		6. SHIP TO:	
3. ORDER NO. T004		4. REQUISITION/REFERENCE NO. 41-08-004 dtd: 7/24/2008		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts/CMB3 Attn: Aaron Alvarado Mail Stop TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Attn: Amir Kouhestani Mail Stop T-8-G-7	
		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS 6220 CULEBRA RD				Except for billing instructions on the reverse, this delivery 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 782385166		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 85515355226 JC: F1070 BOC: 252A APPN: 31X0200 OBLIGATE: \$78,100.00 FFS# 5508R076 DUNS:007936842				10. REQUISITIONING OFFICE FSME/DWMEP/DURLD	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 8/27/08 - 2/26/09	
a. INSPECTION		b. ACCEPTA		16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Southwest Research Institute shall provide services in accordance with the attached Statement of Work entitled "COGEMA Mining, Inc. Christensen Ranch License Renewal Application."  The total estimated (ceiling) is \$95,636 and the obligated amount is \$78,100 of which the sum of \$72,315 represents the estimated reimbursable costs, and of which \$5,785 represents the fixed fee.  Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.  NRC PROJECT OFFICER: Edna Knox-Davin (301)415-6577 Amir Kouhestani (301)415-0023  PERIOD OF PERFORMANCE: 8/27/08 - 2/26/08					

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 Department of Interior National Business Center						
	b. STREET ADDRESS (or P.O. Box) 7301 W. Mansfield A Attn: Fiscal Services Branch - D2770						
c. CITY Denver			d. STATE CO	e. ZIP CODE 80325-2230		\$95,636.00	

22. UNITED STATES OF AMERICA  
BY (Signature)

*Barbara Medina*

23. NAME (Typed)  
Eleni Jernell  
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE FOR LOCAL ACQUISITION  
ADMOO1

**SUNSI REVIEW COMPLETE**

OCT 27 2008

OPTIONAL FORM 347 (REV. 4/2006)  
PRESCRIBED BY GSA FPMR 48 CFR 53.213(f)


**ADMOO2**

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO.  
2

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

DATE OF ORDER	CONTRACT NO. NRC-41-08-004	ORDER NO. T004
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Please indicate your acceptance of this order by having an official who is authorized to bind your organization execute three copies of this document in the space below and return two copies to the contract specialist. Please retain the third copy for records.</p> <p>Accepted</p> <p>Signature </p> <p>Name <u>R. B. Kalmbach</u></p> <p>Title <u>Executive Director, Contracts</u></p> <p>Date <u>September 09, 2008</u></p> <p>Attachments: - Statement of Work</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

## A.1 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.

## A.2 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988)

(a) The total estimated cost to the Government for full performance of this contract is **\$95,636**, of which the sum of **\$88,664** represents the estimated reimbursable costs, and of which **\$6,972** 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 obligated by the Government with respect to this contract is **\$78,100**, of which the sum of **\$72,315** represents the estimated reimbursable costs, and of which **\$5,785** represents the fixed fee. 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.

## A.3 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from **August 26, 2008** through **February 25, 2009**.

## A.4 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.

## A.5 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]

[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 TITLE: COGEMA MINING, INC. CHRISTENSEN RANCH  
LICENSE RENEWAL APPLICATION  
JOB CODE: F1070  
TASK ORDER NUMBER: Four (4)  
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): Ron Linton (301) 415-7777  
FEE RECOVERABLE: Yes  
TAC NUMBER: J00564  
DOCKET NUMBER: 40-8502

### 1.0 Background

COGEMA Mining, Inc. (CMI) plans to restart the Christensen Ranch (CR) in-situ leach (ISL) facility under Nuclear Regulatory Commission (NRC) Source Materials License number SUA-1341. To facilitate the restart of the CR facility, CMI submitted a license renewal application (LRA) to the NRC in a letter dated May 30, 2008. The LRA was submitted in accordance with the requirements of 10 CFR Part 40, Domestic Licensing of Source Material, and consists of a combined Technical and Environmental Report to support the staff's safety review and environmental review, respectively, of proposed CR operations. The LRA supplements and updates information presented to the NRC in 1996 and 1997 for the last renewal of CMI's license which was completed on June 30, 1998. The LRA was prepared in accordance with the format and content of Regulatory Guide 3.46, "Standard Format and Content of License Applications, Including Environmental Reports, for In Situ Uranium Solution Mining," and includes the information expected to be reviewed by NRC in following the guidance contained in NUREG-1569, "Standard Review Plan for In Situ Leach Uranium Extraction License Applications."

### 2.0 Objective

The objective of this task order is to provide technical assistance in the form of a detailed technical review of the Technical Report portion of CMI's LRA. The review is to be performed in accordance with NUREG-1569. The review of the Environmental Report portion of the LRA will be performed by the NRC staff.

### 3.0 Work Requirements/Scope of Work

The Center for Nuclear Waste Regulatory Analysis (CNWRA) staff shall use the guidance provided in Regulatory Guide 3.46 and NUREG-1569 during the conduct of its review of the LRA. 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), as necessary, and prepare draft and final technical evaluation reports (TERs). The CNWRA may utilize the staff's June 30, 1998, review of the previous CMI LRA as a basis for conducting the current LRA technical review.

An example TER for an LRA technical review may be found in the prior staff review of the Rio Algom – Smith Ranch license renewal application (NRC letter dated May 8, 2001, ML011290179).

#### 4.0 Level of Effort

The estimated level of effort for this task order is about 600 staff hours.

#### 5.0 Technical Qualifications Required

The CNWRA shall provide the services of appropriate staff, including consultants and subcontractors, as necessary, with primary expertise in health physics and hydrogeology for the conduct of the technical review.

#### 6.0 Meetings and Travel

It is estimated that one 2-person trip of 4-day duration to the Christensen Ranch site shall be required to discuss the LRA with CMI staff and to familiarize CNWRA staff with the site characteristics and the facility design features. CNWRA staff shall participate in conference or telephone calls, as needed, to address and resolve issues or questions that may arise during the conduct of the LRA review.

#### 7.0 NRC Furnished Material

NRC will provide the following to CNWRA staff: One copy of the Christensen Ranch License Renewal Application dated May 30, 2008, and one copy of the staff's June 30, 1998, review of the previous CMI License Renewal Application.

#### 8.0 Period of Performance

The period of performance of this task order shall be 6 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.

<u>Calendar Time To Accomplish Task</u>	<u>Elapsed Time</u>
Review LRA, complete site visit, and participate in Conference call to discuss review progress.	4 weeks from task initiation
Prepare draft RAIs (if necessary).	7 weeks from task initiation
Discuss draft RAIs with NRC and finalize.	9 weeks from task initiation
Review RAI responses and prepare draft TER.	6 weeks from RAI response receipt

Discuss draft TER with NRC and prepare final TER.

10 weeks from RAI response receipt

Assist with hearing filings.

TBD

#### 10.0 Technical Direction

Ron Linton 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. 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.

#### 11.0 Technical Reports

Technical reports for this task 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 and PO.

#### 12.0 Financial and Technical Status Reports

The CNWRA shall submit periodic technical and financial reports in accordance with the 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, and the PO shall receive one copy. See the contract for further distribution requirements.