

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER JUL 12 2009		2. CONTRACT NO. (If any) GS23F0146R		6. SHIP TO:	
3. ORDER NO. NRC-DR-03-09-067		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 03-09-067		b. STREET ADDRESS U.S. Nuclear Regulatory Commission Attn: Rachel Glaros	
7. TO:		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR WASHINGTON SAFETY MANAGEMENT SOLUTIONS LLC WSMS		f. SHIP VIA			
b. COMPANY NAME		8. TYPE OF ORDER			
c. STREET ADDRESS 2131 S CENTENNIAL AVE		<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.	
d. CITY AIKEN		e. STATE SC	f. ZIP CODE 298037680	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.	
9. ACCOUNTING AND APPROPRIATION DATA 920-15-111-126; J-4272; 252A; 31X0200.920 \$100,000; NRR-09-055		10. REQUISITIONING OFFICE NRR			

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		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>This delivery order for technical assistance is subject to the terms and conditions set forth under GSA Federal Supply Schedule No. GS-23F-0146R</p> <p>Title: "Technical Support for Research and Test Reactors License Renewal Application Reviews"</p> <p>Period of Performance: date of acceptance of award through December 31, 2010.</p> <p>Labor Hour Delivery Order</p> <p>Not-to-Exceed Ceiling Price: \$578,893.00</p> <p>Amount Obligated: \$100,000</p> <p>NRC Project Officer: Rachel Glaros, 301 415 3672 NRC Technical Monitor: Linh Tran; 301-415-4103</p> <p>DUNS: 968430645</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Department of Interior / NBC NRCPayments@nbc.gov						
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						17(i) GRAND TOTAL
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230			

22. UNITED STATES OF AMERICA BY (Signature) <i>Kala Shankar</i>		23. NAME (Typed) Kala Shankar Contracting Officer	
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TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

SCHEDULE A

CONTINUATION PAGE

SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

A.1. PROJECT TITLE

The title of this project is as follows:

**Technical Support for Research and Test Reactors
License Renewal Application Reviews**

A.2. BRIEF DESCRIPTION OF WORK

The contractor shall provide expert technical services to support NRR staff in performing reviews of LRAs for the University of Missouri at Columbia and the Rhode Island Atomic Energy Commission research reactors. Specifically, the contractor shall support the staff in determining the technical adequacy, in accordance with guidance in NUREG 1537, of the SAR and TS submitted as part of the licensee's application for license renewal and to obtain safety evaluation (SE) input that formalizes the recommended safety and radiological conclusions made by the contractor.

A.3. DURATION OF CONTRACT PERIOD

The ordering period for this contract shall commence on date of award and will expire December 31, 2010.

A.4. PRICE SCHEDULE

UNIVERSITY OF MISSOURI AT COLUMBIA LICENSE RENEWAL APPLICATION REVIEWS

Year 1

TASK 1: Estimated Labor				
Year 1				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 1	Total Labor Estimate per Category
001	Program Manager	84	\$175	\$14,700.00
002	Nuclear Physicist/ Engineer	104	\$110	\$11,440.00
003	Health Physicist	104	\$133	\$13,832.00
004	Clerical Support	8	\$44	\$352.00
005	Technical Editor	20	\$65	\$1,300.00
006	Scheduler	24	\$76	\$1,824.00

Total Task 1 Labor Estimate	\$43,448.00
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TASK 2: Estimated Labor Year 1				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 1	Total Labor Estimate per Category
007	Program Manager	144	\$175	\$25,200
008	Nuclear Physicist/ Engineer	352	\$110	\$38,720
009	Health Physicist	292	\$133	\$38,836
0010	Clerical Support	16	\$44	\$704
0011	Technical Editor	40	\$65	\$2,600
0012	Scheduler	8	\$76	\$608
Total Task 2 Labor Estimate				\$106,668

TASK 3: Estimated Labor Year 1				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 1	Total Labor Estimate per Category
0013	Program Manager	104	\$175	\$18,200
0014	Nuclear Physicist/ Engineer	104	\$110	\$11,440
0015	Health Physicist	104	\$133	\$13,832
0016	Clerical Support	4	\$44	\$176
0017	Technical Editor	8	\$65	\$520
0018	Scheduler	2	\$76	\$152
Total Task 3 Labor Estimate				\$44,320

TASK 4: Estimated Labor Year 1				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 1	Total Labor Estimate per Category
0019	Program Manager	100	\$175	\$17,500
0020	Nuclear Physicist/ Engineer	260	\$110	\$28,600
0021	Health Physicist	260	\$133	\$34,580
0022	Clerical Support	16	\$44	\$704

0023	Technical Editor	48	\$65	\$3,120
0024	Scheduler	2	\$76	\$152
Total Task 4 Labor Estimate				\$84,656

Year 2

TASK 5: Estimated Year 2				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 2	Total Labor Estimate per Category
0025	Program Manager	48	\$175	\$8,400
0026	Nuclear Physicist/Engineer	48	\$110	\$5,280
0027	Health Physicist	48	\$133	\$6,384
Total Task 5 Labor Estimate				\$20,064

Travel Estimate		
Task Order Line Item	Category	Total Estimated Costs
0028	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*	\$15,141.00
ESTIMATED TRAVEL TOTAL		\$15,141.00

RHODE ISLAND LICENSE RENEWAL APPLICATION REVIEWS

Year 1

TASK 1: Estimated Labor Year 1				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 1	Total Labor Estimate per Category
0029	Program Manager	84	\$175	\$14,700.00
0030	Nuclear Physicist/Engineer	104	\$110	\$11,440.00

0031	Health Physicist	104	\$133	\$13,832.00
0032	Clerical Support	8	\$44	\$352.00
0033	Technical Editor	24	\$65	\$1,560.00
0034	Scheduler	8	\$76	\$608.00
Total Task 1 Labor Estimate				\$42,492.00

TASK 2: Estimated Labor Year 1				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 1	Total Labor Estimate per Category
0035	Program Manager	124	\$175	\$21,700
0036	Nuclear Physicist/ Engineer	264	\$110	\$29,040
0037	Health Physicist	204	\$133	\$27,132
0038	Clerical Support	16	\$44	\$704
0039	Technical Editor	48	\$65	\$3,120
0040	Scheduler	8	\$76	\$608
Total Task 2 Labor Estimate				\$82,304.00

TASK 3: Estimated Labor Year 1				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 1	Total Labor Estimate per Category
0041	Program Manager	104	\$175	\$18,200
0042	Nuclear Physicist/ Engineer	104	\$110	\$11,440
0043	Health Physicist	104	\$133	\$13,832
0044	Clerical Support	4	\$44	\$176
0045	Technical Editor	8	\$65	\$520
0046	Scheduler	2	\$76	\$152
Total Task 3 Labor Estimate				\$44,320

TASK 4: Estimated Labor Year 1				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 1	Total Labor Estimate per Category
0047	Program Manager	100	\$175	\$17,500

0048	Nuclear Physicist/ Engineer	160	\$110	\$17,600
0049	Health Physicist	160	\$133	\$21,280
0050	Clerical Support	16	\$44	\$704
0051	Technical Editor	48	\$65	\$3,120
0052	Scheduler	2	\$76	\$152
Total Task 4 Labor Estimate				\$60,356

Year 2

TASK 5: Estimated Year 2				
Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Vendor GSA FSS Labor Rate Year 2	Total Labor Estimate per Category
053	Program Manager	48	\$175	\$8,400
054	Nuclear Physicist/Engineer	48	\$110	\$5,280
055	Health Physicist	48	\$133	\$6,384
Total Task 5 Labor Estimate				\$20,064

Travel Estimate		
Task Order Line Item	Category	Total Estimated Costs
056	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*	\$15,060.00
ESTIMATED TRAVEL TOTAL		\$15,060.00

TOTAL OF LINE ITEMS 001 THROUGH 0056 \$578,893.00

B. STATEMENT OF WORK

Technical Support for Research and Test Reactors License Renewal Application Reviews

B.1. BACKGROUND

The Office of Nuclear Reactor Regulation (NRR) within the U.S. Nuclear Regulatory Commission (NRC) is responsible for the licensing and regulatory oversight of civilian nuclear power reactors and research and test reactors (RTRs) in the United States. NRR implements regulations and develops and implements policies, programs, and procedures pertaining to all aspects of licensing and inspection of these facilities. One of the NRR's responsibilities is to evaluate and process requests for licensing actions, including applications for license renewal from RTR licensees.

The regulation in Title 10 of the *Code of Federal Regulations* (10 CFR) Part 54, "Requirements for Renewal of Operating Licenses for Nuclear Power Plants," governs the issuance of renewal operating licenses for nuclear power plants. However, the regulation in 10 CFR 54 only applies to power reactors and not to RTRs. The regulation in 10 CFR 50 governs the domestic licensing of production and utilization facilities, including RTRs and does not make any distinctions between a review for an initial license or for a renewed license. Therefore, holders of an NRC operating license of RTRs are required to renew their licenses in accordance with 10 CFR 50.

The regulation in 10 CFR 50.51(a) stated that each license will be issued for a period of time to be specified in the license but in no case to exceed 40 years from the date of issuance. Most of the operating licenses for RTR are issued for a 20-year term. The operating license (OL) permits the RTRs to operate within the constraints of the technical specifications (TS) derived from the safety analysis report (SAR). Eventually, an OL for an RTR either must be renewed or be terminated. Licensees that submit license renewal applications (LRA) at least 30 days prior to the expiration of their license are able to continue operating under the terms and conditions of that license until the NRC has issued a decision on that application.

Each RTR applying for a license renewal are requested to submit a SAR that follows NUREG-1537, Part 1, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors – Format and Content," dated February, 1996. Conformance with this guidance is not required. However, use of NUREG 1537 helps ensure completeness of information provided and aids in increasing the efficiency of the review process. The SAR provides updated information that describes the facility including all changes made by the license amendment or as otherwise allowed by 10 CFR 50.59 during the license period. The SAR provides design bases and limits on reactor operation, and a safety analysis of the structures, components and systems to ensure that they will be able to continue to perform their intended functions. Potential credible accident scenarios and their consequences are analyzed in the SAR using the current input data and applicable computational techniques. The SAR also includes, to the extent applicable, updated information and analyses on demography, meteorology, geology, and seismology. Included in the SAR are the TS for the facility. Any changes to the current TS are proposed and justified at the time of the license renewal application so they can be evaluated during the review.

The NRC staff performs its review of LRAs in accordance with the guidance provided in NUREG-1537, Part 2, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors – Standard Review Plan and Acceptance Criteria," dated February, 1996. NUREG-1537 covers a variety of site conditions and plant designs. Each section includes the necessary procedures and acceptance criteria for all areas of review pertinent to that section. However, not all of the guidance in the Standard Review Plan may be applicable to every RTR type licensed by the NRC, and reviewers must be aware of the general RTR types and the differences between the types.

During its licensing renewal review process, the NRC evaluates the licensee's SAR and TS using the guidance contained in NUREG-1537 to ensure that those portions of the LRA satisfy the requirements of 10 CFR. An important consideration in review of license renewal applications is the application of an appropriate level of review. Section 104 of the Atomic Energy Act of 1954 as amended states, in part, that utilization facilities for research and development should be regulated to the minimum extent consistent with protecting the health and safety of the public and promoting the common defense and security, and allowing widespread and diverse research and development. These concepts are promulgated in 10 CFR 50.40, 54.41, and other parts of 10 CFR that deals with RTRs. Thus, even though many of the regulation of Title 10 apply to both power and RTRs, the regulations may be implemented in a different way for each category of RTR consistent with protecting the health and safety of the public, workers, and the environment. Because the potential hazards may also vary widely among RTRs, regulations also may be implemented in a different way within the RTR category (graded approach).

The licensee renewal review process may also include meetings with the licensee, NRC staff, upper NRC Management, and others. It may also include a public hearing with the Atomic Safety Licensing Board or the Commission.

B.2. OBJECTIVE

The objective of this contract is to obtain expert technical services to support NRR staff in performing reviews of LRAs for the University of Missouri at Columbia and the Rhode Island Atomic Energy Commission research reactors. Specifically, the contractor shall support the staff in determining the technical adequacy, in accordance with guidance in NUREG 1537, of the SAR and TS submitted as part of the licensee's application for license renewal and to obtain safety evaluation (SE) input that formalizes the recommended safety and radiological conclusions made by the contractor.

B.3. TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The contractor shall provide personnel who have knowledge and/or practical experience with RTR technology and SAR analyses. These personnel shall have knowledge and/or experience in areas such as health physics, core physics, thermal hydraulics, environmental, system and nuclear engineering as appropriate for conducting a thorough review of each LRA. The contractor shall also provide a Program Manager to oversee the efforts of its team and to ensure the timely submittal of quality deliverables such that all information is accurate and complete.

B.4. WORK REQUIREMENTS

The contractor shall provide all personnel and services to support review of the University of Missouri at Columbia and the Rhode Island Atomic Energy Commission research reactors LRAs. It is likely that the review of these LRAs may be performed simultaneously.

For planning and estimating purposes, the schedule for the start of each LRA review is provided below. The schedule is tentative and may change during the contract period of performance.

<u>RTR</u>	<u>Tentative Review Start Date</u>
University of Missouri at Columbia	July 2009
Rhode Island AEC	August 2009

For each LRA review, the contractor shall perform the tasks below in accordance with the estimated completion schedule. The specific dates for these deliverables will be agreed upon between the NRC PM and the contractor's program manager prior to start of work.

Task Area 1: LRA Review Plan

The contractor shall conduct an initial review of the LRA application and previously issued safety evaluation report. The contractor shall accompany NRC staff on a one-day visit to the RTR facility to observe the site configuration and to conduct general discussions regarding the LRA with the licensee. The visit is expected to occur within three weeks after award of contract. The contractor shall prepare a draft review plan that includes, at a minimum the scope of the review, milestones to be completed and expected completion dates, any changes to the proposed staffing plan and resource loading data. The contractor shall incorporate comments provided by the NRC TM into the draft review plan and provide the final review plan.

Completion Schedule:

Draft Review Plan – Two weeks after completion of site visit
Final Review Plan – One week after receipt of NRC Comments

Task Area 2: Revised Draft Safety Evaluation (SE) Input and Request for Additional Information (RAI)

The contractor shall conduct a comprehensive review of the LRA. Based on the requirements of 10 CFR 20, 30, 40, 50 and 70 as appropriate, and the guidance contained in NUREG-1537, Part 2, the contractor shall determine the applicant's conformance to the regulatory requirements and NRC guidance. The contractor shall prepare a draft SE input in accordance with the outline contained in Attachment 1, with any open items that the contractor may identify, that documents the evaluative analysis of how the applicant met the applicable regulation requirements. The Draft SE Input shall state the applicable regulations or standards, discuss the applicant's method for satisfying the regulations or standards, and provide an analysis of whether the applicant's method does indeed satisfy the regulations or standards.

The contractor shall identify the portions of the application needing further clarification to complete the Draft SE Input. The specific questions, in the form of an RAI, that are derived from the evaluation, shall be provided with the Draft SE Input. The contractor shall incorporate comments provided by the NRC TM into the Draft SE Input and RAI and provide the Revised Draft SE Input and RAI.

Completion Schedule:

Draft SE Input and RAI – Six weeks after completion of Task 1
Revised Draft SE Input and RAI – One week after receipt of NRC comments

Task Area 3: Conduct 2nd Site Visit, Final RAI, and Conduct 3rd Site Visit

The contractor shall prepare for and participate in a meeting at the RTR facility to observe license renewal related equipment and materials and to discuss the RAI with the license staff and NRC staff. The meeting is expected to occur within two weeks after completion of Task 2. The meeting is intended to ensure that the RAI is understood and the responses will enable the completion of the review of the LRA. The meeting may also be conducted by teleconference call, as determined by the NRC TM. Following the meeting, the contractor shall revise the RAI developed under Task 2 to incorporate NRC staff written comments reflecting clarifications and decisions reached during the site visit and provide the Final RAI.

The contractor shall prepare for and participate in a meeting at the RTR facility to discuss the licensee's responses to the final RAIs. The meeting is expected to occur within four to six weeks after issuance of the final RAI. This meeting is intended to gauge the licensee's response to the RAI to ascertain that the

responses will enable the completion of the review of the LRA. The meeting may also be conducted by teleconference call, as determined by the NRC TM.

Completion Schedule:

Final RAI – One week after receipt of NRC comments

Task Area 4: Final SE Input

The contractor shall review and evaluate the licensee’s responses to the Final RAI to determine adequacy and acceptability for the supporting safety conclusions based on the guidance in NUREG-1537, Part 2. The contractor shall prepare a second revision to the Draft SE Input to incorporate information from the final RAI responses and add any additional recommended safety conclusions. The contractor shall incorporate comments provided by the NRC TM into the second revision of the draft SE Input and provide the final SE Input.

Completion Schedule:

Second Revision to the Draft SE Input - Four weeks after receipt of RAI responses from the NRC

Final SE Input – Three weeks after receipt of NRC comments

Task Area 5: Related Support

If requested, the contractor shall provide up to 144 hours of related support to the NRC staff following delivery of the Final SE Input. This related support may, for example, consist of, responding to questions on the final deliverable, attending meetings with NRC Management, or any hearings, to discuss the results of the application review, and assisting staff in resolution of outstanding issues from these meetings.

The scope of the related support activity and amount of hours to be used shall be agreed upon between the contractor project manager and the NRC TM before starting the activity. The TM will confirm the request, assistance due date, and estimated level of effort for the specific activity by e-mail to the contractor with a carbon copy to the NRC Project Officer.

B.5. LEVEL OF EFFORT

The estimated level of effort for the review is based on the complexity of the RTR design and its current documentation and is advisory only and not to be considered as the sole basis for development of a staffing plan. The total level of effort under this contract is estimated to be 4,172 hours.

University of Missouri at Columbia

The level of effort for the review of the University of Missouri at Columbia reactor facility license renewal application is estimated to be 2,280 hours, apportioned among the tasks as shown below. Again, this is an estimate and is for advisory purpose only.

Tasks	Estimated Level of Effort Year 1 (hours)	Estimated Level of Effort Year 2 (hours)
LRA Review Plan	344	
Revised Draft Safety Evaluation (SE) Input, and	852	

Request for Additional Information (RAI)		
Conduct 2 nd Site Visit, Final RAI, and Conduct 3 rd Site Visit	326	
Final SE Input	686	
Related Support	0	144
Total	2208	144

Rhode Island Atomic Energy Commission

The level of effort for the review of the Rhode Island Atomic Energy Commission reactor facility license renewal application is estimated to be 1,892 hours, apportioned among the tasks as shown below. Again, this is an estimate and is for advisory purpose only.

Tasks	Estimated Level of Effort Year 1 (hours)	Estimated Level of Effort Year 2 (hours)
LRA Review Plan	332	
Revised Draft Safety Evaluation (SE) Input and Request for Additional Information (RAI)	664	
Conduct 2 nd Site Visit, Final RAI, and Conduct 3 rd Site Visit	326	
Final SE Input	486	
Related Support	0	144
Total	1808	144

B.6. DELIVERABLES AND PERFORMANCE REQUIREMENTS

a. Deliverables

All deliverables shall be submitted to the NRC TM electronically with a copy provided to the NRC Project Officer (PO). These deliverables shall be prepared in Microsoft Office Word format, and in Adobe Acrobat file (pdf). The transmittal letter, at a minimum, shall contain the job code number (JCN), contract number, the license renewal application being reviewed, and the contract title. Below is an example of an estimated delivery schedule for review of the University of Missouri at Columbia and the Rhode Island Atomic Energy Commission license renewal applications. The specific dates for these deliverable will be agreed upon between the NRC PM and the contractor's program manager prior to start of work.

For purposes of preparing a proposal the offeror should assume that the NRC will provide comments on draft deliverables as follows:

Task 1 – Within three business days after receipt of Draft Review Plan

Task 2 – Within one week after receipt of Draft SE Input and RAI

The licensee will provide RAI responses within ten weeks after receipt of Final RAIs

Task 4 – Within four weeks after receipt of Second Revision to the Draft SE Input

Tasks	Deliverables	Nominal Schedule
LRA Review Plan	Draft Review Plan	Two weeks after completion of site visit
	Final Review Plan	One week after receipt of NRC comments
Revised Draft SE Input and RAIs	Draft SE Input and RAI	Six weeks after completion of Task 1
	Revised Draft SE Input and RAI	One week after receipt of NRC comments
Conduct 2 nd Site Visit, Final RAI, and Conduct 3 rd Site Visit	Final RAI	One week after receipt of NRC comments
Final SE Input	Second revision to the Draft SE Input	Four weeks after receipt of RAI responses from the NRC
	Final SE Input	Three weeks after receipt of NRC comments
Related Support	As requested	As requested
Status Report	Monthly Status Report	15 th of each month

b. Performance Requirements

The deliverables required under this effort must conform to the standards contained or referenced in this SOW. The table on performance requirements summarizes the performance requirements, deliverables, acceptable standards, surveillance method, incentives and deductions applicable to this effort.

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction

<p>LRA Review Plan</p>	<p>Review plan covers all required tasks and contains all milestones that must be completed for the final SE input to be accepted by the NRC.</p> <p>No spelling or grammatical errors.</p>	<p>NRC TM will review the plan.</p>	<p>Full Payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Provide Draft Safety Evaluation (SE) Input and Request for Additional Information (RAI)</p>	<p>Draft SE Input is in accordance with the review guidance specified in NUREG-1537, includes all information requested in the SOW with place holders as necessary, and incorporates all comments from the NRC TM.</p> <p>Thoroughly researched LRA, regulatory requirements, and regulatory guidance before issuing RAI. RAI will have direct correlation to safety related information and is appropriate for the level of review being conducted.</p> <p>No spelling or grammatical errors</p>	<p>NRC TM will review the Draft SE Input and RAI.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
<p>Provide Final SE Input</p>	<p>SE Input is in accordance with the review guidance specified in NUREG-1537, includes all information requested in the SOW and incorporates all comments by the NRC TM. Technical conclusions are properly supported.</p> <p>No spelling or grammatical errors.</p>	<p>NRC TM will review the SE Input.</p>	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>

B.7. REPORTING REQUIREMENTS

Monthly Status Report

The contractor shall provide an electronic version of the Monthly Status Report to the NRC Project Officer (PO), Technical Monitor (TM), Contracting Officer (CO), NRR Funds Certifying Official and Office of the Chief Financial Officer (OCFO) by the 15th of each month, in a format similar to the sample contained in Attachment 2. 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 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 traveler 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 other direct 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. Additionally, if applicable, the report shall address the status of the Contractor Spending Plan (CSP), 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 specified in this SOW is not license fee recoverable.

B.8. MEETING AND TRAVEL

University of Missouri at Columbia

For the purpose of preparing a proposal, the contractor shall assume the following meetings and travel:

One, 3-person, 3-day trip (1-day meeting and travel) to the RTR site for familiarization, and general discussion of application

One, 3-person, 3-day trip (1-day meeting and travel) to the RTR site for discussion of RAI

One, 3-person, 3-day trip (1-day meeting and travel) to the RTR site for discussion of RAI responses

One, 3-person, 3-day trip (1-day meeting and travel) to NRC Headquarters in Rockville, Maryland to support the NRC staff in meeting of the type specified in the above description of Task 5.

Rhode Island Atomic Energy Commission

For the purpose of preparing a proposal, the contractor shall assume the following meetings and travel:

One, 3-person, 3-day trip (1-day meeting and travel) to the RTR site for familiarization, and general discussion of application

One, 3-person, 3-day trip (1-day meeting and travel) to the RTR site for discussion of RAI

One, 3-person, 3-day trip (1-day meeting and travel) to the RTR site for discussion of RAI responses

One, 3-person, 3-day trip (1-day meeting and travel) to NRC Headquarters in Rockville, Maryland to support the NRC staff in meeting of the type specified in the above description of Task 5.

B.9. NRC-FURNISHED MATERIALS

NUREG-0544, Revision 4, "NRC Collection of Abbreviations" (ML041050544)

NUREG-1537 Part 1, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors, Format and Content" (ML042430055)

NUREG-1537 Part 2, "Guidelines for Preparing and Reviewing Applications for the Licensing of Non-Power Reactors, Standard Review Plan and Acceptable Criteria" (ML042430048)

The above NUREG documents are available in the NRC's Agencywide Documents Access and Management System (ADAMS) using the number provided at:

<http://www.nrc.gov/reading-rm/adams.html>

The University of Missouri at Columbia and the Rhode Island Atomic Energy Commission license renewal applications, including SAR and TS will be mailed to the contractor after contract award.

Attachments:

1. Outline of Content and Format for the Safety Evaluation Report
2. Sample Monthly Status Report

Attachment 1

**Outline of Content and Format
for
The Safety Evaluation Input**

Outline of Content and Format
for
The Safety Evaluation Input

Note: The numbering of chapters and sections is not always sequential because some specialized areas of review specified in NUREG-1537, Part 2 are not included in the safety evaluation report input. Each chapter should have a list of references used to conduct the technical review. Not every section included in the outline will necessarily be relevant to the particular application under review.

1 THE FACILITY

- 1.1 Introduction
- 1.2 Summary and Conclusions on Principal Safety Considerations
- 1.3 General Description
- 1.4 Shared Facilities and Equipment
- 1.5 Comparison with Similar Facilities
- 1.6 Summary of Operations
- 1.7 Compliance with the Nuclear Waste Policy Act of 1982
- 1.8 Facility Modifications and History

2 SITE CHARACTERISTICS

- 2.1 Geography and Demography
- 2.2 Nearby Industrial, Transportation, and Military Facilities
- 2.3 Meteorology
- 2.4 Hydrology
- 2.5 Geology, Seismology, and Geotechnical Engineering

3 DESIGN OF STRUCTURES, SYSTEMS, AND COMPONENTS

- 3.1 Design Criteria
- 3.2 Meteorological Damage
- 3.3 Water Damage
- 3.4 Seismic Damage
- 3.5 Systems and Components

4 REACTOR DESCRIPTION

- 4.1 Summary Description
- 4.2 Reactor Core
 - 4.2.1 Reactor Fuel
 - 4.2.2 Control Rods
 - 4.2.3 Neutron Moderator and Reflector
 - 4.2.4 Neutron Startup Source
 - 4.2.5 Core Support Structure
- 4.3 Reactor Tank or Pool
- 4.4 Biological Shield

Outline of Content and Format
for
The Safety Evaluation Input

- 4.5 Nuclear Design
 - 4.5.1 Normal Operating Conditions
 - 4.5.2 Reactor Core Physics Parameters
 - 4.5.3 Operating Limits
- 4.6 Thermal-Hydraulic Design

5 REACTOR COOLANT SYSTEMS

- 5.1 Summary Description
- 5.2 Primary Coolant System
- 5.3 Secondary Coolant System
- 5.4 Primary Coolant Cleanup System
- 5.5 Primary Coolant Makeup Water System
- 5.6 Nitrogen-16 Control System
- 5.7 Auxiliary Systems Using Primary Coolant

6 ENGINEERED SAFETY FEATURES

- 6.1 Summary Description
- 6.2 Detailed Descriptions
 - 6.2.1 Confinement
 - 6.2.2 Containment
 - 6.2.3 Emergency Core Cooling System

7 INSTRUMENTATION AND CONTROL

- 7.1 Summary Description
- 7.2 Design of Instrumentation and Control Systems
- 7.3 Reactor Control System
- 7.4 Reactor Protection System
- 7.5 Engineered Safety Features Actuation Systems
- 7.6 Control Console and Display Instruments
- 7.7 Radiation Monitoring Systems

8 ELECTRICAL POWER SYSTEMS

- 8.1 Normal Electrical Power Systems
- 8.2 Emergency Electrical Power Systems

9 AUXILIARY SYSTEMS

- 9.1 Heating, Ventilation, and Air Conditioning Systems
- 9.2 Handling and Storage of Reactor Fuel
- 9.3 Fire Protection Systems and Programs
- 9.4 Communication Systems

Outline of Content and Format
for
The Safety Evaluation Input

- 9.5 Possession and Use of Byproduct, Source, and Special Nuclear Material
- 9.6 Cover Gas Control in Closed Primary Coolant Systems
- 9.7 Other Auxiliary Systems

10 EXPERIMENTAL FACILITIES AND UTILIZATION

- 10.1 Summary Description
- 10.2 Experimental Facilities
- 10.3 Experiment Review

11 RADIATION PROTECTION PROGRAM AND WASTE MANAGEMENT

- 11.1 Radiation Protection
 - 11.1.1 Radiation Sources
 - 11.1.2 Radiation Protection Program
 - 11.1.3 ALARA Program
 - 11.1.4 Radiation Monitoring and Surveying
 - 11.1.5 Radiation Exposure Control and Dosimetry
 - 11.1.6 Contamination Control
 - 11.1.7 Environmental Monitoring
- 11.2 Radioactive Waste Management
 - 11.2.1 Radioactive Waste Management Program
 - 11.2.2 Radioactive Waste Control
 - 11.2.3 Release of Radioactive Waste

12 CONDUCT OF OPERATIONS

- 12.1 Organization
- 12.2 Review and Audit Activities
- 12.3 Procedures
- 12.4 Required Actions
- 12.5 Reports
- 12.6 Records
- 12.11 Startup Plan

13 ACCIDENT ANALYSES

- 13.1 Maximum Hypothetical Accident
- 13.2 Insertion of Excess Reactivity
- 13.3 Loss of Coolant
- 13.4 Loss of Coolant Flow
- 13.5 Mishandling or Malfunction of Fuel
- 13.6 Experiment Malfunction
- 13.7 Loss of Normal Electric Power

Outline of Content and Format
for
The Safety Evaluation Input

13.8 External Events

13.9 Mishandling or Malfunction of Equipment

14 TECHNICAL SPECIFICATIONS

16 OTHER LICENSE CONSIDERATIONS

16.1 Prior Use of Reactor Components

16.2 Medical Use of a Non-Power Reactor

Attachment 2
Sample Monthly Status Report

B. Efforts Completed/Schedule Milestone Information

University of Missouri at Columbia Review

Subtask	Description	Planned Completion Date	Revised Completion Date	Actual Completion Date
1	xxx	09/30/2009		
2				

Rhode Island Atomic Energy Commission Review

Subtask	Description	Planned Completion Date	Revised Completion Date	Actual Completion Date
1	xxx	09/30/2009		
2				

C. Work Performed

University of Missouri at Columbia Review

Work under this task order is XX percent complete.

Rhode Island Atomic Energy Commission Review

Work under this task order is XX percent complete.

D. Problem/Resolution

E. Travel for This Period

University of Missouri at Columbia Review

Name	Start Date	End Date	Destination

Rhode Island Atomic Energy Commission Review

Name	Start Date	End Date	Destination

F. Plans for Next Period

University of Missouri at Columbia Review

Rhode Island Atomic Energy Commission Review

G. Staff Hour Summary

University of Missouri at Columbia Review

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status
1	xxxx	100	50	100% Completed
	xxxx		50	
2	xxxx	120	25	25% complete
	xxxx		0	

Rhode Island Atomic Energy Commission Review

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status
1	xxxx	100	50	100% Completed
	xxxx		50	
2	xxxx	120	25	25% complete
	xxxx		0	

C. TASK ORDER TERMS AND CONDITIONS (NOT SPECIFIED IN THE CONTRACT)

C.1 CONSIDERATION AND OBLIGATION – LABOR HOURS (JUN 1988)

(a) The total estimated amount (ceiling) of this delivery order for full performance is \$578,893.00

(b) The amount presently obligated with respect to this delivery order is \$100,000. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph 1 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.

C.2 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: Rachel Glaros

Address: U.S.Nuclear Regulatory Commission
One White Flint North MS O-13F-15M
11555 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-3672

Email Address: Rachel.Glaros@nrc.gov

(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.

(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.

C.3 TECHNICAL MONITOR AUTHORITY

a) The Technical Monitors for this contract is:

Name: Linh Tran
Address: U.S.Nuclear Regulatory Commission
One White Flint North MS O-12D3
11555 Rockville Pike
Rockville, MD 20852

Telephone Number: 301-415-4103

Email Address: linh.tran@nrc.gov

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 contract and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of 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.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:

William M. Watkins
James S. Willison
James M. Wallace

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.

C.5 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

C.6 BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

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

Format: Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

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

Supersession: These instructions supersede any previous billing instructions.

C.7 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)

(a) 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 before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and 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 Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(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.

C.8 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.

C.9 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.

C.10 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.

C.11 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 therefore (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.