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|--|--|--|---|--|-------------------|--|---------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) | | RATING N/A | PAGE 1 OF 1 PAGES | | |
| 2. CONTRACT NO. (Proc. Inst. Ident.) NRC-41-09-011 | | 3. EFFECTIVE DATE See 16C below | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. FMS-09-011 | | | |
| 5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie M. Whipple, 301-492-3628 Mail Stop TWB-01-B10M Washington, DC 20555 | | CODE 3100 | 6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop TWB-01-B10M Washington, DC 20555 | | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) SOUTHWEST RESEARCH INSTITUTE INC 6220 CULEBRA RD SAN ANTONIO TX 782385100 | | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | | | | |
| 9. DISCOUNT FOR PROMPT PAYMENT | | | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: | | | | |
| CODE 007936842 | | FACILITY CODE | | | | | |
| 11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Mail Stop TWB-01-B10M Contract Management Branch No. 3 Washington DC 20555 | | 12. PAYMENT WILL BE MADE BY Department of Interior/NBC, NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 | | | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input checked="" type="checkbox"/> 41 U.S.C. 253(c)() | | 14. ACCOUNTING AND APPROPRIATION DATA 9-5515-355-288 F-1109 252A 31X0200 FFS: 5509R043 FUNDS WILL BE COMMITTED ON THE INDIVIDUAL TASK ORDERS | | | | | |
| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | | |
| | The Contractor shall perform the work described in the attached statement of Work entitled "Technical Assistance for the Development of Safety and/or Environmental Documents for Uranium Recovery, Fuel Cycle Facilities, Decommissioning Licensing and Other NRC Licensing Support Activities. This is a CPFF type contract. Funds will be obligated on the task orders. Performance Period: September 30, 2009 - September 28, 2012 w/two one year options DUNS: 007936842 | | | | | | |
| 15F. AMOUNT | | | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | | | |
| 16. TABLE OF CONTENTS See Attached Table of Contents | | | | | | | |
| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/CONTRACT FORM | A-1 | x | I | CONTRACT CLAUSES | I-1 |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | B-1 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | C-1 | x | J | LIST OF ATTACHMENTS | J-1 |
| x | D | PACKAGING AND MARKING | D-1 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| x | E | INSPECTION AND ACCEPTANCE | E-1 | | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| x | F | DELIVERIES OR PERFORMANCE | F-1 | | L | INSTRS., CONDS., AND NOTICES TO OFFER | |
| x | G | CONTRACT ADMINISTRATION DATA | G-1 | | M | EVALUATION FACTORS FOR AWARD | |
| x | H | SPECIAL CONTRACT REQUIREMENTS | H-1 | | | | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | |
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any; and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. NAME AND TITLE OF SIGNER R. B. Kalmbach Executive Director, Contracts | | | | 20A. NAME OF CONTRACTING OFFICER Phyllis Bower Valerie Whipple Contracting Officer | | | |
| 19B. NAME OF CONTRACTOR BY | | 19C. DATE SIGNED 09/29/2009 | | 20B. UNITED STATES OF AMERICA BY | | 20C. DATE SIGNED 9/30/09 | |
| | | (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | |

STANDARD FORM 26 REV. (4-85)

SUNSI REVIEW COMPLETE

OCT 02 2009

TEMPLATE - ADM001

ADM002

Table of Contents

| | |
|---|------------|
| PART I - THE SCHEDULE | A-1 |
| SECTION A - SOLICITATION/CONTRACT FORM | A-1 |
| SF 33 SOLICITATION, OFFER AND AWARD | A-1 |
| PART I - THE SCHEDULE | B-3 |
| SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS | B-3 |
| B.1 PROJECT TITLE | B-3 |
| B.2 CONSIDERATION AND OBLIGATION—TASK ORDERS (AUG 1989), ALTERNATE (JUNE 1991) | B-3 |
| B.3 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988) | B-3 |
| SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK..... | C-1 |
| SEE ATTACHMENT J-1 | C-1 |
| SECTION D - PACKAGING AND MARKING | D-1 |
| D.1 PACKAGING AND MARKING (MAR 1987) | D-1 |
| SECTION E - INSPECTION AND ACCEPTANCE..... | E-1 |
| E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE | E-1 |
| E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)..... | E-1 |
| SECTION F - DELIVERIES OR PERFORMANCE..... | F-1 |
| F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE | F-1 |
| F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)..... | F-1 |
| F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993) | F-1 |
| F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)..... | F-2 |
| F.5 PLACE OF DELIVERY--REPORTS (JUN 1988) | F-3 |
| F.6 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988) | F-3 |
| SECTION G - CONTRACT ADMINISTRATION DATA..... | G-1 |
| G.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006) | G-1 |
| G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)..... | G-3 |
| G.3 2052.216-71 INDIRECT COST RATES (JAN 1993)..... | G-3 |
| G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999) | G-4 |
| G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993) | G-5 |
| G.6 ORDERING PROCEDURES (MAY 1991)..... | G-5 |
| SECTION H - SPECIAL CONTRACT REQUIREMENTS..... | H-1 |
| H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)..... | H-1 |
| H.2 2052.215-70 KEY PERSONNEL (JAN 1993) | H-3 |
| H.3 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (AUG 2007)..... | H-4 |
| H.4 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (OCT 1999) | H-4 |
| H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)..... | H-6 |
| H.6 LICENSE FEE RECOVERY COSTS (APR 1992)..... | H-6 |
| H.7 SEAT BELTS | H-6 |
| H.8 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS | H-7 |
| H.9 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS | H-7 |

| | | |
|---|---|------------|
| H.10 | NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003) | H-7 |
| H.11 | SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS | H-8 |
| H.12 | WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006) | H-9 |
| H.13 | APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS | H-9 |
| H.14 | SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (JULY 2007) | H-10 |
| PART II - CONTRACT CLAUSES | | I-1 |
| SECTION I - CONTRACT CLAUSES | | I-1 |
| I.1 | NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE | I-1 |
| I.2 | 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) | I-3 |
| I.3 | 52.216-18 ORDERING (OCT 1995) | I-6 |
| I.4 | 52.216-19 ORDER LIMITATIONS (OCT 1995) | I-6 |
| I.5 | 52.216-22 INDEFINITE QUANTITY (OCT 1995) | I-7 |
| I.6 | 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) | I-7 |
| I.7 | 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) | I-8 |
| I.8 | 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009) | I-8 |
| I.9 | 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) | I-9 |
| I.10 | 52.249-14 EXCUSABLE DELAYS (APR 1984) | I-11 |
| I.11 | 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) | I-12 |
| PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS | | J-1 |
| SECTION J - LIST OF ATTACHMENTS | | J-1 |

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

"TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF SAFETY AND/OR ENVIRONMENTAL DOCUMENTS FOR URANIUM RECOVERY, FUEL CYCLE FACILITIES, DECOMMISSIONING LICENSING AND OTHER NRC LICENSING SUPPORT ACTIVITIES."

B.2 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989) ALTERNATE 1 (JUN 1991)

(a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is **\$13,948,541**. If optional years are exercised, the MOL will increase by **\$1,490,134** (option year 1) and **\$1,498,907** (option year 2). The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

(b) The guaranteed minimum obligated by the Government under this contract is **\$1,200,000**.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The objective of this contract is to provide technical assistance to support NRC staff in producing safety and environmental reviews and guidance for fuel cycle facilities, uranium recovery sites, independent spent fuel storage installations, materials licensees, spent fuel storage casks, and decommissioning sites. The contractor shall support NRC staff in preparing EISs, supporting the completion of EISs already under preparation, reviewing other agencies' EISs, reviewing EAs, preparing EAs and TERs, reviewing and preparing decommissioning and environmental regulations and guidance documents, evaluating incidental waste methodology, reviewing decommissioning plans for power reactors, research and test reactors, and materials facilities, reviewing new applications and amendments for uranium recovery sites, reviewing reclamation and remedial action plans and groundwater related actions; preparing requests for additional information (RAI), TERs, collection and analysis of samples, and performance of site surveys.

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SEE ATTACHMENT J-1

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|----------|--|----------|
| 52.246-5 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT | APR 1984 |

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | DATE |
|-----------|--|----------|
| 52.242-15 | STOP-WORK ORDER ALTERNATE I (APR 1984) | AUG 1989 |
| 52.247-34 | F.O.B. DESTINATION | NOV 1991 |

F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
 - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".
- (i) Property status:
 - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
 - (2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."
 - (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) 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.

F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- (a) Johari Moore, Project Officer (5 copies)
U.S. Nuclear Regulatory Commission
Mail Stop: TWFN 8F5
Washington, DC 20555
- (b) Valerie Whipple, Contracting Officer (1 copy)
U.S. Nuclear Regulatory Commission
Mail Stop TWB-01-B10M
Washington, DC 20555

F.6 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on September 30, 2009 and will expire on September 28, 2012. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional **two one-year optional periods, as follows:**

Option Period One: September 29, 2012 – September 28, 2013

Option Period Two: September 29, 2013 – September 28, 2014

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 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: Edna Knox-Davin

Address: U.S. Nuclear Regulatory Commission
Mail Stop: TWFN 8F23
Washington, DC 20555

EMAIL: edna.knox-davin@nrc.gov

Telephone Number: (301) 415-6577

(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.

G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

- (a) Total expenditure for travel may not exceed **\$71,526** without the prior approval of the contracting officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

G.3 2052.216-71 INDIRECT COST RATES (JAN 1993)

- (a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

| INDIRECT COST POOL | RATE | BASE | PERIOD |
|--------------------|---|-----------------------------|---------------------|
| Fringe Benefits |  | Direct Labor | DOA – until revised |
| CNWRA O/H & G&A | | CNWRA Direct Labor & Fringe | DOA – until revised |
| SwRI O/H & G&A | | SwRI Direct Labor & Fringe | DOA – until revised |

- (b) The contracting officer may adjust these rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the contracting officer in accordance with FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Schedule/Deliverables
- (7) Acceptance Criteria
- (8) NRC Furnished Material/Contractor Acquired Material
- (9) Standards for Preparing NUREG-Series Manuscripts
- (10) Quality Assurance
- (11) Conflict of Interest Disclosures

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

G.6 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

The Contracting Officer

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 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.

(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.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

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

[illegible]

(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.

H.3 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (AUG 2007)

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Opinions (DPOs).

(b) The procedure that will be used provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure is found in Clause 2052.242 71 of this document. The contractor shall provide a copy of the NRC DPO procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

H.4 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL OPINIONS (OCT 1999)

(a) The following procedure provides for the expression and resolution of differing professional opinions (DPOs) of health and safety-related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPOs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPOs received but need not endorse them.

(b) The NRC may authorize up to ten reimbursable hours for the contractor to document, in writing, and discuss, with the DPO panel, a DPO by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPO which exceeds the specified ten hour limit.

(c) The contractor shall notify the contracting officer before incurring costs to document a DPO. The contractor shall not begin any work on the DPO before receiving a modification to the contract from the NRC contracting officer.

The contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPO. If there are insufficient obligated funds under the contract, the contractor shall request additional funding from the NRC contracting officer to cover the costs of preparing the DPO. If there are sufficient obligated funds under the contract, the contractor shall notify the contracting officer so that a modification can be issued that specifies the amount of funding required for the DPO.

(d) Contract funds shall not be authorized to document a differing perspective in the following examples where the use of this NRC contractor DPO process is inappropriate:

(1) Issues involving allegations of wrongdoing that should be appropriately addressed directly to the NRC Office of the Inspector General (OIG);

(2) Issues submitted anonymously. However, safety significant issues that are submitted anonymously should be addressed under NRC's Allegation Program which can be found at: http://www.nrc.gov/about/nrc/regulatory/allegations_resp.html

(3) Issues that are deemed to be frivolous or otherwise not in accordance with the guidance included in NRC Management Directive (MD) 10.159, "The NRC Differing Professional Opinions Program," which can be found at: http://www.nrc.gov/reading_rm/doc_collections/management_directives/volumes/vol_10.html

(4) Issues that have already been considered, addressed, or rejected by the NRC under these procedures, absent significant new information;

(5) Issues that are considered premature because they are still under staff review by the NRC.

(e) This procedure does not provide anonymity, nor does it provide for confidential submittal (as addressed in MD 10.159). Individuals desiring anonymity or confidentiality should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(f) Prior to submitting a DPO, the contractor or the contractor's employees are encouraged to engage in informal discussions with appropriate NRC personnel (which may include NRC staff directly involved with the issues that are the subject of concerns and the NRC Project Officer.) The contractor hereby agrees that the contractor authorizes its employees to engage in informal discussions with the appropriate NRC personnel for purposes of this clause. If the informal discussions do not resolve the contractor or the contractor's employees' concerns, the contractor shall notify the contracting officer so that a modification to the contract can be issued that authorizes the expenditure of funds for the DPO.

The contractor may initiate the DPO process by submitting a written statement directly to the NRC Differing Professional Opinions Program Manager (DPOPM), Office of Enforcement, with a copy to the Contracting Officer, Division of Contracts, Office of Administration. Each DPO submitted will be evaluated on its own merits. (Refer to (c) above before incurring any costs to initiate the DPO process.)

(g) The DPO, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment of the consequences should the submitter's position not be adopted by NRC.

(4) References to, or copies of, relevant documents.

(h) The DPOPM will screen the DPO and notify the submitter and the contractor if the DPO is accepted. Returned DPOs will identify the reason for return.

(i) The DPOPM will forward the DPO to the Office Director or Regional Administrator responsible for the contract for disposition.

(j) The Office Director or Regional Administrator will establish an ad hoc panel of NRC employees to review the DPO.

(k) The panel will interview the submitter to ensure that the panel understands the issues and to define the scope of the review. The panel will gather information, review documents, and conduct interviews to support a thorough review. The panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(l) The Office Director or Regional Administrator will consider the DPO panel's report, make a decision on the DPO and provide a written decision to the contractor and the Contracting Officer. The DPO is considered final and closed when the DPO Decision is issued.

(m) A summary of the issue and its disposition will be included in the NRC Weekly Information Report.

(n) DPOs will be dispositioned in accordance with the time frames identified in MD 10.159.

(o) The DPOPM will track follow up actions and notify the contractor of any schedule revisions.

(p) The availability of DPO records will reflect the submitter's wishes (e.g., whether the records should or should not be made public and whether the submitter's identity is redacted) and be consistent with NRC practices for making records available to the public.

(q) For purposes of the contract, the DPO shall be considered a deliverable under the contract.

H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

The Government will not provide any equipment/property under this contract.

H.6 LICENSE FEE RECOVERY COSTS (APR 1992)

Included as an attachment in Section J are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the monthly invoice.

H.7 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.

H.8 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.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.

H.10 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated

countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

H.11 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified and Safeguards Information. The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, "OUO-Allegation Information" or "OUO-Security Related Information" on any reports, documents, designs, data, materials, and written information, as directed by the

NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 "Safeguards Information") in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

H.12 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.

H.13 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

H.14 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (JULY 2007)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The contractor shall conduct a preliminary security interview or review for each security clearance contractor, subcontractor employee and consultant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The contractor will pre-screen applicants for the following:

- (a) pending criminal charges or proceedings;
- (b) felony arrest records including alcohol related arrest within the last seven years;
- (c) record of any military courts-martial charges and proceedings in the last seven years and courts-martial convictions in the last ten years;
- (d) any involvement in hate crimes;
- (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end;
- (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven years;
- (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven years;
- (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven years.

The contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two copies of the signed interview record or review will be supplied to FSB/DFS with the applicant's completed security application package.

The contractor will further ensure that all contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within ten business days of notification by FSB/DFS of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for

default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of termination or cancellation, the Government may select another firm for contract award.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/she is granted a security clearance by FSB/DFS, based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, any interim approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the PO to FSB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until FSB/DFS has granted them the appropriate security clearance, read, understand, and sign the SF 312, "Classified Information Nondisclosure Agreement." The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on FSB/DFS review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E. O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the contractor shall immediately notify the PO by telephone in order that he/she can immediately contact FSB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the contractor to the PO who will forward the confirmation via email to FSB/DFS. Additionally, FSB/DFS must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

(End of Clause)

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.202-1 | DEFINITIONS | JUL 2004 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2007 |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | DEC 2008 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | APR 2008 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP 2006 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION ALTERNATE I | MAR 2009 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT 1997 |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS | OCT 1997 |
| 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA | OCT 1997 |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT 2004 |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) | JUL 2005 |

| | | |
|-----------|---|----------|
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS | OCT 1997 |
| 52.216-8 | FIXED-FEE | MAR 1997 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY 2004 |
| 52.219-9B | SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001) | APR 2008 |
| 52.219-16 | LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN | JAN 1999 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | FEB 2008 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | MAR 2007 |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP 2006 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP 2006 |
| 52.222-38 | COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS | DEC 2001 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB 2009 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.225-1 | BUY AMERICAN ACT--SUPPLIES | FEB 2009 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
| 52.227-14 | RIGHTS IN DATA--GENERAL | DEC 2007 |
| 52.227-17 | RIGHTS IN DATA--SPECIAL WORKS | DEC 2007 |
| 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.230-2 | COST ACCOUNTING STANDARDS | OCT 2008 |
| 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | MAR 2008 |
| 52.232-17 | INTEREST | OCT 2008 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS ALTERNATE I (APR 1984) | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT | OCT 2008 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION | OCT 2003 |
| 52.232-37 | MULTIPLE PAYMENT ARRANGEMENTS | MAY 1999 |
| 52.233-1 | DISPUTES | JUL 2002 |
| 52.233-3 | PROTEST AFTER AWARD ALTERNATE I (JUN 1985) | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |

| | | |
|-----------|---|----------|
| 52.242-2 | PRODUCTION PROGRESS REPORTS | APR 1991 |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY 2001 |
| 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-2 | CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984) | AUG 1987 |
| 52.244-2A | SUBCONTRACTS ALTERNATE I (JUNE 2007) | JUN 2007 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | MAR 2009 |
| 52.245-1 | GOVERNMENT PROPERTY, ALTERNATE II | JUN 2007 |
| 52.245-9 | USE AND CHARGES | JUN 2007 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) (MAY 2004) | MAY 2004 |
| 52.251-1 | GOVERNMENT SUPPLY SOURCES | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

I.2 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

1.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **during the period of performance of the contract.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

1.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,200,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of the ceiling of the contract,
 - (2) Any order for a combination of items in excess of the ceiling of the contract, or
 - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months from the expiration date of the contract.

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed **5 years**. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **15 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

I.8 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

I.9 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can

only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.10 52.249-14 EXCUSABLE DELAYS (APR 1984)

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

I.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

PROJECT TITLE: TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF
SAFETY AND/OR ENVIRONMENTAL DOCUMENTS FOR
URANIUM RECOVERY, FUEL CYCLE FACILITIES,
DECOMMISSIONING LICENSING AND OTHER NRC
LICENSING SUPPORT ACTIVITIES

JOB CODE: F1109-CNWRA

B&R NUMBER: 9-5515-355-288

ISSUING OFFICE: FSME

FEE RECOVERABLE: As specified under each task order issued.

TAC NUMBER:

DOCKET NUMBER:

NRC TECHNICAL ASSISTANCE
PROJECT OFFICER (PO): Edna Knox-Davin (301) 415-6577

NRC TECHNICAL PROJECT
MANAGER: Johari Moore (301) 415-7694

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC) Office of Federal and State Materials and Environmental Management Programs (FSME), Division of Waste Management and Environmental Protection's (DWMEP), overall responsibilities include reviewing and preparing decommissioning, uranium recovery, environmental regulations and guidance documents, and evaluating incidental waste methodology. The Environmental Protection and Performance Assessment Directorate (EPPAD), DWMEP, is, in part, responsible for environmental reviews for FSME and the Office of Nuclear Materials Safety and Safeguards. Specifically, EPPAD is responsible for preparing environmental impact statements (EISs), reviewing other agencies' EISs, preparing environmental assessments (EAs), reviewing EAs, and technical evaluation reports (TER). Through Section 3116 of the Ronald W. Reagan National Defense Authorization Act of Fiscal Year 2005 (NDAA), Center for Nuclear Waste Regulatory Analyses (CNWRA) currently performs incidental waste analyses and related work for NRC under NRC-02-07-006. This CNWRA contract will include only non-NDAA waste incidental to reprocessing support activities. The Decommissioning and Uranium Recovery Licensing Directorate (DURLD), DWMEP, is responsible for decommissioning and uranium recovery licensing activities. DURLD is responsible for the licensing of decommissioning of reactors, research and test reactors, and materials facilities, licensing of uranium recovery sites, and development of regulations and guidance associated with decommissioning and uranium recovery activities.

As part of the licensing process, DURLD is responsible for reviewing decommissioning plans, performing surveys, development of TERs, review of new applications for uranium recovery sites, review of license amendments for the restart or expansion of existing facilities, review of complex amendments for groundwater-related actions (e.g., alternate concentration limits), review of requests for approval of reclamation and remedial action plans, participation in inspections of decommissioning and uranium recovery facilities, and providing technical assistance.

During FY 2010 through FY 2014, FSME will need support for preparation of approximately one EIS, two supplemental EISs, eight EAs, approximately 1.78 full-time equivalent (FTE) of support to review EISs or specific technical/facilitation support for related environmental activities, and 1.56 FTE support for non-NDAA waste incidental methodology. In addition, beginning FY 2010 through FY 2014, approximately 3.34 FTE of technical support for decommissioning and 13.42 FTE for uranium recovery sites is needed. An optional task for approximately 4.54 FTE for hearings is identified to ensure technical expertise is available from those experts performing the support activities.

2.0 OBJECTIVE

The objective of this contract is to provide technical assistance on a specific task ordering basis, to support NRC staff in producing safety and environmental reviews and guidance for fuel cycle facilities, uranium recovery sites, independent spent fuel storage installations, materials licensees, spent fuel storage casks, and decommissioning sites. The contractor shall support NRC staff in preparing EISs, preparing SEISs, supporting the completion of SEISs already under preparation, reviewing other agencies' EISs, reviewing EAs, preparing EAs and TERs, reviewing and preparing decommissioning and environmental regulations and guidance documents, evaluating incidental waste methodology, reviewing decommissioning plans for power reactors, research and test reactors, and materials facilities, reviewing new applications and amendments for uranium recover sites, reviewing reclamation and remedial action plans and groundwater related actions; preparing requests for additional information (RAI), TERs, collection and analysis of samples, and performance of site surveys. Where the licensee/applicant information is inadequate, the contractor shall identify the additional information required from the licensee/applicant. The NRC Technical Project Manager (TPM) will discuss the basis for questions to ask the licensee/applicant with the contractor. The contractor shall also assist the staff by performing technical and regulatory reviews

3.0 SCOPE OF WORK

Task Area 1. Environmental Impact Statement Preparation

Work under this area shall include providing assistance to support NRC staff in the preparation of draft or final supplemental EIS or EIS that the NRC is producing as the lead agency, or providing input for as a cooperating agency. The EIS documents shall be written in accordance with the National Environmental Policy Act (NEPA) implementing regulations, including Title 10 of the Code of Federal Regulations (10 CFR) Part 51 and Title 40 of the Code of Federal Regulations (40 CFR) 1500, applicable NRC guidance, and the technical requirements specified in the task order.

Preparation of EIS documents may require participation in meetings to discuss the scope of the EIS and preliminary conclusions of the draft EIS. In preparing the final EIS, the contractor shall assist NRC staff in evaluating agency and public comments received on the draft EIS, as needed. In addition, mandatory or adjudicatory hearing opportunities shall be supported by the specific individuals preparing the environmental documents or technical activities identified in each specific task order. The experts used by the contractor may be called upon to present technical information, provide written and oral testimony, prepare affidavits, and assist NRC staff and attorneys at or for any hearing that would be held on the proposed licensing or environmental action for which that specific contractor expert has prepared, reviewed, or supported work. The contractor may also be required to provide the expert witnesses to attend hearings on the subject documents developed for consultation purposes.

Expertise in the following disciplines is required to perform this task: ecology and interrelated earth sciences, engineering, radiological assessments, cultural resources, socioeconomics and disciplines related to cost-benefit analyses, transportation impact assessments, cumulative impacts assessments, environmental justice, and NEPA environmental reviews. The contractor is required to have significant familiarity with NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs." The ecology and cultural resources experts should also have extensive experience in conducting consultations required by the Endangered Species Act of 1973 and the National Historic Preservation Act of 1966. Technical staff shall also have experience presenting technical information at public meetings as needed. Each specific task order will specify the requirements.

Task Area 2. Environmental Assessment Preparation

Work under this area shall include providing assistance to support NRC staff in the preparation of draft or final complex EAs that the NRC is producing as the lead agency, or providing input for as a cooperating agency. The complex EA documents shall be written in accordance with NEPA implementing regulations, including 10 CFR Part 51 and 40 CFR 1500, applicable NRC guidance, and the technical requirements specified in the task order. In preparing the final EA, the contractor shall assist NRC staff in evaluating agency and public comments received on the draft EA. In addition, the contractor may be required to provide expert witnesses to attend hearings on the subject documents.

Expertise in the following disciplines is required to perform this task: ecology and interrelated earth sciences, engineering, radiological assessments, cultural resources, socioeconomics and disciplines related to cost-benefit analyses, transportation impact assessments, cumulative impacts assessments, environmental justice, and NEPA environmental reviews. The ecology and cultural resources experts should also have extensive experience in conducting consultations required by the Endangered Species Act of 1973 and the National Historic Preservation Act of 1966.

Task Area 3. Review of Environmental Impact Statements or Environmental Assessments

Work under this area shall include providing assistance to support NRC staff in the review of draft or final EAs or other environmental reports. The contractor shall review the documents for conformance with NEPA implementing regulations, including 10 CFR 51 and 40 CFR 1500, and applicable NRC guidance, as well as, the technical requirements specified in the task order. The task generally will include preparation of comments for eventual submission to the lead agency.

In addition, the contractor may be required to provide expert witnesses to attend hearings in support of its reviews.

Expertise in the following disciplines is required to perform this task: ecology and interrelated earth sciences, engineering, radiological assessments, cultural resources, socioeconomics and disciplines related to cost-benefit analyses, transportation impact assessments, cumulative impacts assessments, environmental justice, and NEPA environmental reviews. The contractor is required to have significant familiarity with NUREG-1748. The ecology and cultural resources experts should also have extensive experience in conducting consultations required by the Endangered Species Act of 1973 and the National Historic Preservation Act of 1966.

Task Area 4. Technical Support/Studies Related to Environmental Activities

In support of NRC's responsibility for reviewing proposed license modifications or amendments, the contractor shall also be required to perform short-term, limited-scope technical studies related to environmental impacts. This work includes compilation and assessment of available environmental data, measurement or estimation of the environments in which proposed or actual facilities exist, and quantifying the effects of facility/environment interaction. In support of NRC's responsibility for reviewing proposed modifications, amendments or interpretations in environmental regulations, the contractor shall also be required to determine impacts of these modifications, interpretations and amendments on NRC environmental regulations and guidance documents. This work includes compilation and assessment of revised environmental regulations, analysis of proposed changes impacts, and recommendations to revise NRC environmental regulations and guidance documents.

Expertise in the following disciplines is required to perform this task: ecology and interrelated earth sciences, engineering, radiological assessments, health physics, materials engineering, nuclear criticality safety, performance assessment, chemical engineering, geochemistry, cultural resources, socioeconomics and disciplines related to cost-benefit analyses, transportation impact assessments, cumulative impacts assessments, environmental justice, meeting facilitation and NEPA environmental reviews.

The contractor is required to have significant familiarity with NUREG-1748. The ecology and cultural resources experts should also have extensive experience in conducting consultations required by the Endangered Species Act of 1973 and the National Historic Preservation Act of 1966. Technical Staff shall also have experience presenting technical information at public meetings.

Task Area 5. Evaluate non-NDAA Incidental Waste Methodology

The U.S. Department of Energy (DOE) prepares incidental waste determinations and requests the NRC to review the incidental waste analysis and provide evaluations and recommendations. Under this task area, the contractor shall support NRC's review of these incidental waste analyses. Technical assistance shall include reviewing the incidental waste analysis and associated documentation, providing input to NRC for one or more RAI, and providing input to NRC for a TER.

Expertise in the following disciplines is required to perform this task: regulatory analysis, health physics, materials engineering, nuclear criticality safety, performance assessment, chemical

engineering, and geochemistry.

It should be noted that Section 3116 of the Ronald W. Reagan National Defense Authorization Act of Fiscal Year 2005 (NDAA) incidental waste analyses and related work is being performed for NRC by the CNWRA under Contract Number NRC-02-07-006. The NDAA activities are limited to DOE sites located in the states of South Carolina and Idaho. Accordingly, the work to be performed under this task area shall only be for non-NDAA requirements.

Task Area 6. Technical Support for Decommissioning of Nuclear Facilities

Work under this area may include development of information supporting decommissioning regulations and guidance, review of decommissioning plans, generation of RAls, meetings with NRC staff and the licensees, providing assistance supporting NRC staff in performing surveys and in the preparation of TERs, EAs, and other applicable documents, in order to assess the health and safety consequences to workers and the public resulting from the construction, operation, and decommissioning of power reactors, research and test reactors, and materials facilities. The documents shall be written in accordance with implementing regulations, including but not limited to 10 CFR Part 20, 30, 40, 50, 51, 70, all applicable NRC guidance, and the technical requirements specified in the task order. The contractor may be requested to perform reviews of amendment requests. In FY 2012, the contractor may also be requested to conduct site surveys, collect and analyze samples, and perform confirmatory surveys.

Expertise in the following disciplines is required to perform this task: engineering, radiological assessments, health physics, materials engineering, nuclear criticality safety, geochemistry, geotechnical hydrology (groundwater and surface water), erosion, and disciplines related to cost-benefit analyses, or other disciplines identified in the specific task orders. The contractor is required to have significant familiarity with NUREG-1757, "Consolidated NMSS Decommissioning Guidance."

Task Area 7. Technical Support for Uranium Recovery Sites

Over the next several years, the NRC staff is anticipating the submittal of a significant number of new license applications for uranium recovery facilities (conventional mills and in-situ leach (ISL) facilities), and license amendment requests for restart of or changes to existing licenses. Sites will include restarting uranium recovery facilities, conventional mill on standby, shutdown ISL facility, and shutdown conventional mill converted to an ISL facility. The conversion of a conventional mill to an ISL facility would necessitate a comprehensive license amendment and a safety and environmental review with the scope and complexity of a new application review. The contractor shall review these new applications or license amendment requests to assess facility compliance with the requirements of 10 CFR Part 40, Appendix A. New application reviews for ISL facilities shall be performed in accordance with NUREG-1569, "Standard Review Plan for In Situ Leach Uranium Extraction Applications," dated June 2003. Reviews for conventional mill facility license applications can use the guidance, as appropriate and applicable, in the "Draft Standard Review Plans Providing Guidance for Uranium Recovery Facility Licensing," dated July 1983. In reviewing new conventional mill facility applications, the contractor may also draw upon prior staff experience from past reviews of conventional mill facilities. These reviews shall require the generation of RAls, meetings with NRC staff and the licensees, and the development of a TER and/or EA. The contractor may be requested to perform a complete review, or a portion of the review, of a new application or license amendment request.

Technical support shall also include development of regulations and guidance associated with uranium recovery activities, review of Alternate Concentration Limit (ACL) Applications, and review of reclamation and remedial action plans. In 10 CFR Part 40, Appendix A, Criterion 5(B)6 provides a mechanism for setting health-based groundwater compliance standards for uranium mill tailings sites under NRC license. Uranium mill tailings licensees must meet standards for both radiological and non-radiological constituents in groundwater contaminated with tailings-derived byproduct material. ACL reviews shall be performed in accordance with the guidance provided in the "Standard Review Plan for the review of a Reclamation Plan for Mill Tailings Sites Under Title II of the Uranium Mill Tailings Radiation Control Act of 1978." Reclamation and remedial action plans proposed by licensees of conventional mill tailings sites shall be reviewed for compliance with the applicable requirements of 10 CFR Part 40, Appendix A. The primary elements of the review shall include: 1) an acceptance review; 2) an RAI; 3) preparation of a TER; and, 4) preparation of an EA. The contractor may be requested to perform a complete review, or a portion of the review, of an ACL or a reclamation and remedial action plan.

Technical support may also include inspection of certain facilities. Accordingly, the contractor shall provide technical support on identified facility inspections led by NRC technical staff. Work under this task order shall include: 1) preparation of an inspection plan with reference to appropriate procedures; 2) evaluation of annual licensee reports to focus areas of inspection; 3) actual inspection support including travel time; and 4) input to the final inspection report for areas covered.

Expertise in the following disciplines is required to perform this task: engineering, radiological assessments, health physics, materials engineering, nuclear criticality safety, geochemistry, geotechnical hydrology (groundwater and surface water), erosion, and disciplines related to cost-benefit analyses, or other disciplines identified in the specific task orders. The contractor is required to have significant familiarity with NUREG-1757.

Optional Task Area 8. Litigation Support

Mandatory or adjudicatory hearing, opportunities and other similar process, shall require litigation by the specific technical staff preparing the environmental documents or technical activities identified in each specific task order. Thus, as a part of the Task Areas 1 to 3 listed above, the contractor experts may be called upon to present technical information, provide written and oral testimony, prepare affidavits, and assist NRC staff and attorneys at, or for any hearing on the proposed licensing or environmental action for which that specific contractor expert has prepared, reviewed, or supported work. The contractor may also be required attend hearings on the subject documents developed, for consultation purposes.

4.0 PERSONNEL QUALIFICATIONS

The contractor shall ensure that the technical staff performing under this contract possess the necessary experience and expertise in the technical areas assigned to them. The NRC reserves the right to approve the Project Manager(s) and the individual technical assigned to each task order issued from the necessary technical disciplines.

The Project Manager(s) shall be experienced in managing decommissioning and uranium recovery activities and the preparation of an EIS or EA in its entirety, shall be considered as key

technical staff and may not be changed during the project without prior written approval by NRC. The Project Manager(s) shall have extensive experience in all aspects of decommissioning and uranium recovery activities, NEPA document development, including scoping, information gathering, environmental analysis and document preparation and response to public comments. The Project Manager(s) shall have in-depth expertise in decommissioning, reclamation, remediation and licensing processes; managing NRC environmental reviews and a general understanding of the range of issues covered by an EIS and an understanding of NRC's regulatory process. The technical staff completing specific technical analysis (e.g., environmental justice, health physics, performance assessment, or others as listed below) shall have expert experience to include greater than 5 years experience in conducting reviews in the specific technical areas assigned and have the appropriate combination of education, training, and professional credentials in the technical areas assigned to them. The areas in which experience and knowledge are necessary are provided above, under each task area description.

They shall have a clear understanding of the depth of review generally required by the NRC and specifically required by the type of activity proposed by the licensee/applicant for the disciplines they represent. Technical staff shall also have experience presenting technical information and be able to provide written and oral testimony at mandatory or adjudicatory hearings on the proposed actions as needed.

The NRC considers the following technical staff to be key for this effort:

- Project Manager
- Task Manager
- Environmental Specialist/Scientist/Engineer
- Radiation Health Physicist
- Hydrologist/Hydrogeologist
- Geologist
- Nuclear Physicist/Engineer/Criticality
- Performance Assessment Analyst
- General Engineer/Chemical Engineer
- Cultural Resource Expert (Endangered Species and Historical Preservation)
- Ecology and Interrelated Earth Sciences Expert
- Environmental Justice Expert
- Cost-benefit Analyses Expert
- Transportation Impact Assessment Expert
- Cumulative Impacts Assessment Expert
- Facilitation/Public Outreach Expert
- Nuclear Fuel Facility, Spent Fuel Facility, and/or Uranium Mining and Milling Expert
- Tribal, Local, State, and/or other Federal Agency Consultations and Coordination Expert

5.0 PLACEMENT OF WORK ORDERS

When a requirement within the scope of work for this contract is identified, the Contracting Officer (CO) will transmit to the contractor, a Task Order Request for Proposal which will include the following, as appropriate:

- Scope of Work/Meetings/Travel
- Reporting Requirements
- Period of Performance/Place of Performance
- Applicable Special Provisions
- Technical Skills Required Staffing
- Estimated Level of Effort
- Schedule/Deliverables
- Acceptance Criteria
- NRC Furnished Material/Contractor Acquired Material
- Standards for Preparing NUREG-Series Manuscripts
- Quality Assurance
- Conflict of Interest Disclosures

6.0 LEVEL OF EFFORT

The estimated level of effort for this contract is dependent upon the type of activity. The breakdown for each task area is provided below:

| Task # | FY10 | FY11 | FY12 | FY13 | FY14 |
|---|---|--|---|----------|----------|
| 1: EIS Preparation | 7.52 FTE (Assumes 2 SEISs initiated; 1 continued from 2009, 1 EIS initiated) | 8.52 FTE (Assumes 1 EIS completed 1 SEIS completed) | 2.56 FTE (Assumes 1 EIS completed) | 0 | 0 |
| *2: EA Preparation | 2.28 FTE (Assumes 3 EAs initiated) | 4.94 FTE (Assumes 2 EAs initiated and 4 completed) | 2.48 FTE (Assumes 3 EAs initiated and 2 completed) | 0 | 0 |
| *3: Review of EIS or EA | 0.92 FTE (Assumes 2 reviews initiated) | 0.09 FTE (Assumes 1 review completed) | 0 | 0 | 0 |
| 4: Technical Support/Studies Related to Environmental Impacts | 0.17 FTE (Assumes 1 support activity) | 0.17 FTE (Assumes 1 activity) | 0.17 FTE | 0.13 FTE | 0.13 FTE |
| *5: Evaluate non-NDAA Incidental Waste Methodology | 0.34 FTE (Assumes 1 activity) | 0.34 FTE (Assumes 1 activity) | 0.34 FTE (Assumes 1 activity) | 0.27 FTE | 0.27 FTE |
| 6: Technical Support for Decommissioning | 0.68 FTE | 0.68 FTE | 0.68 FTE | 0.65 FTE | 0.65 FTE |

| | | | | | |
|---|----------|----------------------------------|----------|----------|----------|
| of Nuclear Facilities | | | | | |
| 7. Technical Support for Uranium Recovery Sites | 2.73 FTE | 0.34 FTE | 3.75 FTE | 3.3 FTE | 3.3 FTE |
| 8. Optional -- Hearing Support | 2.03 FTE | 0.67 FTE (Assumes 3 hearings) | 1.36 FTE | 0.24 FTE | 0.24 FTE |

7.0 MEETINGS AND TRAVEL

Meetings and travel will be specified in each task order. For planning purposes, the contractor shall anticipate travel to NRC headquarters twice within each task order for the purpose of

project management review. It is projected that the FSME TPM will visit the contractor's offices twice during each task order issued. Attendance at hearings, scoping meetings, or other public meetings held near each site may be required and would also be specified in each task order.

If during the review process, an area of review requires technical discussions between the contractor and the licensee/applicant, the contractor may be requested to attend meetings with the licensee/applicant.

8.0 NRC FURNISHED MATERIALS

Copies of appropriate documents shall be provided to the contractor by the FSME TPM as they become available. Examples of documents included the following:

- Copy of NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs"
- Copy of NUREG-1569, "Standard Review Plan for In-Situ Leach Uranium Extraction License Applications-Final Report"
- Copy of NUREG-1910, "Draft Generic Environmental Impact Statement for Uranium Milling Facilities"

9.0 TASK REPORTS

Five copies of the draft and final versions of all format reports covering authorized task orders shall be forwarded to the FSME TPM and one copy shall be sent to the NRC CO as soon as the documents are required to be available.

For each task order, the contractor shall prepare a draft report as specified in individual task orders according to the established schedules that provide the basis and justification for the

reviewers' results and conclusions.

- For environmental reviews (EIS, EA or Environmental Report reviews), the contractor shall provide details of the review method, requests for information in a form suitable to transmit to the licensee/applicant and documentation summarizing the evaluation and findings suitable to include in NRC reports. The last of these shall be submitted in draft and final form (i.e., the draft EIS input and final EIS input).
- For development of input to NRC documents (EISs, EAs, SERs), or technical analyses, the contractor shall provide input, and/or documentation summarizing the technical analyses, that is suitable to include in NRC reports or documents. These shall be submitted in draft and final form.

Within 30 days of receipt of the draft task report, the FSME TPM will determine whether the deliverable is generally acceptable and provide comments to the contractor for appropriate resolution and incorporation in a final report. If the draft is acceptable, the FSME TPM will provide comments within 2 weeks. If the draft is not acceptable, the FSME TPM will provide comments within 2 weeks requesting a revised draft be submitted within 2 weeks. Upon receipt of an acceptable draft, a final task report shall then be submitted within 30 days. The FSME TPM will then have 30 days to review the revised final task report to ensure it meets the requirements and if it does not, the FSME TPM will provide comments that need to be addressed within 2 weeks. If the FSME TPM does not accept the revised final task report, then the contractor has not met the final deliverable. A different time period may be stated in the individual task orders issued.

10.0 TECHNICAL/PROJECT DIRECTION

Project Officer (PO): Edna Knox-Davin (301) 415-6577

Technical Project Manager: The Primary TPM will be named in each individual task order.

Basic Contract TPM: Johari Moore (301) 415-7694

The FSME PO is the focal point for all contract related activities. All work assignments and program funding actions are initiated by the FSME PO who submits all requests to the Division of Contracts (DC) for processing. All proposed work scope or schedule changes must be submitted through the FSME PO for DC.

The FSME TPM is responsible for providing technical guidance to the performing organization regarding staff interpretations of the technical aspects of regulatory requirements, along with copies of relevant documents (e.g., Regulatory Guides) when requested by the performing organization. All work products must be reviewed and approved by the FSME TPM before they are submitted as final documents. All technical directions given to the performing organization must be consistent with the work scope and schedule. The FSME TPM is not authorized to unilaterally make changes to the approved work scope or schedule or give the performing organization any direction that would increase costs over approved levels. The NRC CO is the only individual authorized to make changes to this contract or to specific task orders issued under this contract.

11.0 USE OF A PROJECT MANAGEMENT PLAN

The contractor shall update, manage and maintain a Project Plan (PMP). The PMP shall be a deliverable-driven plan delineating the work effort by establishing milestones that shall be completed prior to submittal of final deliverables under each task order. The integrated project plan will include all deliverables needed to complete the project, including NRC actions to support the contract, and will include dependencies between all actions, events, and milestones.

The PMP shall be used throughout the contract as a management tool to assess progress and determine success in achieving requirements. The contractor will provide the initial PMP and all updates identified below electronically and one copy in writing to the PO.

11.1 Work Breakdown Structure

The contractor shall develop, extend, update, and maintain a project manager's periodic report that will be submitted to the NRC once every 4 weeks. The PMPR will contain an explanation of the scope of work complete to date, expected and actual costs, challenges, and planned scope of work for the next period.