

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER JUN 08 2010		2. CONTRACT NO. (If any) NRC-41-09-011		6. SHIP TO:		
3. ORDER NO. NRC-41-09-011T017		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Aaron Alvarado Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. NRC-41-09-011T017 3/24/2010		b. STREET ADDRESS Tira Patterson M/S: T8-A23		
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE		b. COMPANY NAME		f. SHIP VIA		
c. STREET ADDRESS 6220 CULEBRA RD		d. CITY SAN ANTONIO		e. STATE TX		f. ZIP CODE 782385166
9. ACCOUNTING AND APPROPRIATION DATA B&R: 05515355260 JC: F1183 BOC: 252A APPN: 31X0200 FFS: 5510R080 OBLIGATE: \$34,625.00 DUNS: 007936842		10. REQUISITIONING OFFICE FSM				

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT Destination		
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALLBUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS Net 30	
a. INSPECTION		b. ACCEPTANCE					

17. SCHEDULE (See reverse for Rejections)


ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The contractor shall provide services in accordance with the attached Statement of work entitled "American Radiolabeled Chemicals Air Effluent System Review."</p> <p>The total CPFF amount: \$34,942</p> <p>The total obligated amount: \$34,625</p> <p>Period of Performance: June 4, 2010 - September 3, 2010</p> <p>NRC Project Officer: Tira Patterson 301-415-7808</p> <p>Technical Project Manager: Ujagar Bhachu 301-415-7894</p> <p>Technical Monitor: Tamara Bloomer 630-829-9627</p> <p>List of Attachments: Statement of Work</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$34,942.00	
SEE BILLING INSTRUCTIONS ON REVERSE		21. MAIL INVOICE TO:				17(h) TOTAL (Cont. pages)	
a. NAME Department of Interior / NBC NRCPayments@nbc.gov		b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue		c. CITY Denver		17(i) GRAND TOTAL	
		d. STATE CO		e. ZIP CODE 80235-2230		\$34,942.00	

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	
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Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

Signature: 

Name: R.B. Kalmbach

Title: Executive Director, Contracts

Date: 6/7/2010

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

(a) The total estimated cost to the Government for full performance of this contract is **\$34,942.00**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract is **\$34,625.00**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed fee.

A.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from **June 4, 2010** through **September 3, 2010**.

A.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

Project Manager
Principal Investigator

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

A.4 SEAT BELTS

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

A.5 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.