ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 20 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER: 9/1/2010
2. CONTRACT NO. (If any): GS10F0124J
3. ORDER NO.: NRC-DR-41-10-024 MODIFICATION NO.
4. REQUISITION/REFERENCE NO.
5. ISSUING OFFICE (Address correspondence to):
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Valerie Whipple, 301-492-3628
Mail Stop: TWB-01-B10M
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS: Attn: ~~Tira Patterson~~ Sandra Nesmith VMW
Mail Stop: T8 A23A
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555
f. SHIP VIA

7. TO:
a. NAME OF CONTRACTOR: ICF INCORPORATED, L.L.C.
ICF INCORPORATED
b. COMPANY NAME
c. STREET ADDRESS: 9300 LEE HWY
d. CITY: FAIRFAX
e. STATE: VA
f. ZIP CODE: 220316050

8. TYPE OF ORDER
[ ] a. PURCHASE — REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[ ] b. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
Obligate: $36,617 B&R: 05515-355-260 BOC:252A JC: F1202
APPN: 31X0200 FFS: 5510R139 DUNS: 072648579

10. REQUISITIONING OFFICE FSM

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL [X] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] g. SERVICE-DISABLED VETERAN-OWNED
[ ] d. WOMEN-OWNED [ ] e. HUBZone [ ] f. EMERGING SMALL BUSINESS

12. F.O.B. POINT

13. PLACE OF
a. INSPECTION: destination
b. ACCEPTANCE: destination

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)

16. DISCOUNT TERMS

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)
	Title: "Technical Assistance with Preparation of Rulemaking and And Regulatory Guidance Related to Financial Assurance for Decommissioning and Subsurface Soil and Groundwater Monitoring of Materials & Reactor Facilities." Assumptions stated on Page 3 of the price quote dated 8/13/10 are hereby incorporated into this order. Order Ceiling: $36,616.96 (base period) Order Ceiling if all options exercised: $73,233.92 Contract Type: Labor Hours with not-to-exceed travel amount Period of Performance: 09/01/2010 - 02/28/2011 with one six-month option through 08/31/2011. Contractor's Acceptance: F. Michael Gray 8/30/10 Signature Date					

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

21. MAIL INVOICE TO:
a. NAME: Department of Interior / NBC
NRCPayments@nbc.gov
b. STREET ADDRESS (or P.O. Box): Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
c. CITY: Denver
d. STATE: CO
e. ZIP CODE: 80235-2230

SEE BILLING INSTRUCTIONS ON REVERSE

$36,616.96 Base Period
~~$73,233.92 if option~~ exercised

17(h) TOTAL (Cont. pages)

17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE
TEMPLATE - ADM002

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

SUNSI REVIEW COMPLETE

SEP 02 2010

ADM002

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Attachment 2 – Billing Instructions
Attachment 3 – Contractor Spending Plan

B.1 PROJECT TITLE

The title of this project is as follows:

Technical Assistance with Preparation of Rulemaking and Regulatory Guidance Related to Financial Assurance for Decommissioning and Subsurface Soil and Groundwater Monitoring of Materials and Reactor Facilities

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective is to provide assistance for developing technical, financial, and legal bases for amending the NRC's regulations to improve the likelihood that (a) subsurface and soil contamination will be adequately characterized and (b) funds for decommissioning will be available when needed.

Major tasks are (1) evaluation of the financial and legal risks that funds will not be available when needed for decommissioning, (2) technical basis and recommendations for the staff's development of proposed rulemaking and statement of considerations, (3) draft regulatory guidance for changes in the financial assurance regulations, (4) support of the staff's analyses of public comments on draft guidance, the notice of proposed rulemaking and technical basis, and recommendations for the staff's development of the final rulemaking and statement of considerations, and (5) final regulatory guidance for changes in the financial assurance regulations.

B.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is $36,616.96. The ceiling will be increased as follows should Option Period 1 be exercised:

Option Period 1: $36,616.96

Total if all options exercised: $73,233.92

The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is $40,000. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.4 SCHEDULE OR SUPPLIES AND/OR SERVICES

Base Period (September 1, 2010 - February 28, 2011)			
Labor Category	Hours	Rate	Total
Junior Consultant III	[redacted]		
Principal Consultant III	[redacted]		
Sr. Consultant II	[redacted]		
Sr. Consultant III	[redacted]		
Sr. Consultant IV	[redacted]		
Sr. Consultant V	[redacted]		
Sr. Consultant VII	[redacted]		
Not to Exceed Travel			[redacted]
	[redacted]		**$36,616.96**

Optional Period (March 1, 2011 – August 31, 2011)			
Labor Category	Hours	Rate	Total
Junior Consultant III	[redacted]		
Principal Consultant III	[redacted]		
Sr. Consultant II	[redacted]		
Sr. Consultant III	[redacted]		
Sr. Consultant IV	[redacted]		
Sr. Consultant V	[redacted]		
Sr. Consultant VII	[redacted]		
Not to Exceed Travel			[redacted]
	[redacted]		**$36,616.96**

Total if all options exercised..... **$73,233.92**

TASK ORDER TERMS AND CONDITIONS

C.1 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on September 1, 2010 and will expire February 28, 2011. The period of performance will be extended as follows should Option Period 1 be exercised:

Option Period 1: March 1, 2011 – August 31, 2011

C.2 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

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

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

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

C.3 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).

C.4 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.

C.5 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.

C.6 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals 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.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

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

C.7 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]

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

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

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

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

C.8 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Tira Patterson

Address: US NRC
Mail Stop: T8 A23
Washington DC 20555

Telephone Number: 301-415-7808

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for roducts/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor emplyee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

C.9 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) Total expenditure for travel may not exceed $430 without the prior approval of the contracting officer. This amount is increased as follows should the Government exercise Option Period 1:

Option Period 1: $430

(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.

C.10 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.

C.11 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.

C.12 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

C.13 SEAT BELTS

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

C.14 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 Manger 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.

C.15 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.

(End of Clause)

C.16 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

C.17 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

C.18 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999)

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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to expiration of the order.

C.19 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 30 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 one year.

STATEMENT OF WORK

PROJECT TITLE:	TECHNICAL ASSISTANCE WITH PREPARATION OF RULEMAKING AND REGULATORY GUIDANCE RELATED TO FINANCIAL ASSURANCE FOR DECOMMISSIONING AND SUBSURFACE SOIL AND GROUNDWATER MONITORING OF MATERIALS AND REACTOR FACILITIES
JOB CODE:	F1202
B&R NUMBER:	5515355260
ISSUING OFFICE:	Office of Federal and State Materials and Environmental Management Programs (FSME)
NRC PROJECT OFFICER:	Sandra Nesmith, (301) 415-6437
NRC TECHNICAL PROJECT MGR. (TPM):	Kenneth Kline (301) 415-7075
FEE RECOVERABLE:	No

1.0 BACKGROUND

As a result of the beneficial use of radioactive materials, satisfactory decommissioning is required to protect the public and environment. Decommissioning, the restoration and reduction in the radiation of a facility, may but need not necessarily imply the cessation of operations and commencement of final restoration of a facility or site. The Nuclear Regulatory Commission (NRC) has the authority to establish and enforce regulations requiring licensees to demonstrate financial responsibility for their activities such as construction, operation, closure, decommissioning, and stabilization of their licensed facilities. This authority is based on the Atomic Energy Act of 1953, as amended, the Uranium Mill Tailings Radiation Control Act of 1978, as amended, and the Nuclear Waste Policy Act of 1982, as amended. The regulatory requirements and guidance necessary to protect public health and safety and the environment tend to evolve over time, and thus is the genesis of the subsequently described Major Tasks.

NRC's Office of Federal and State Materials and Environmental Management Programs (FSME) is mandated to ensure public health and safety and to protect the national security and environment in the licensing and regulation of civilian nuclear facilities (other than operating reactors) and materials associated with the processing, transport, and handling of nuclear materials and disposal of nuclear waste. This mandate includes ensuring that licensees possess the financial capability to perform certain planned activities during operation, decommissioning, and closure. The Division of Waste Management and Environmental Protection (DWMEP) in FSME has the lead responsibility for conceptualizing and implementing the regulatory provisions for financial assurance for licensees other than operating reactors.

The scope of this contract is intended to be broad, and the immediate foreseen needs of the agency, with respect to financial assurance for decommissioning, are presented on a high level below and in greater detail in the subsequent sections. The Major Tasks, and their subtasks, discussed here do not preclude the agency from assigning additional tasks or subtasks,

provided that the additional task(s) or subtask(s) are in the general scope of financial assurance for decommissioning and subsurface soil and groundwater monitoring of materials and reactor facilities.

Based on experience since the radiological criteria for license termination rule was issued in 1997 (62 FR 39058, July 21, 1997), the NRC determined that the cost of remediation of sites with subsurface soil contamination may be very high, in the tens of millions of dollars, due to large volumes of contaminated material. The licensee may not be aware of the extent of the contamination until it prepares its decommissioning plan. Therefore, NRC has determined it must revise its inspection guidance and regulations in order to provide for earlier identification of subsurface contamination, and to make provisions for remediation of it. This project will provide FSME with support for the rulemaking process to amend its regulations and guidance to achieve earlier recognition of and preparation for remediation of subsurface soil contamination.

In addition, based on experience with financial assurance for decommissioning costs since the decommissioning rule was issued in 1988 (53 FR 24018, June 27, 1988), the NRC determined that its financial assurance regulations for certain classes of licensees should be amended to increase the likelihood that funds for decommissioning will be available when needed. This project will provide FSME with technical, financial, and legal information relevant to amending its financial assurance regulations in 10 CFR Parts 30, 40, 50, 70, 72, and 76 including financial assurance for reactors licensed under 10 CFR Part 50.

Applicable NRC regulations and regulatory guidance that the contractor shall use in its reviews for the financial area shall include, but not be limited to,

- NUREG-1307, "Report on Burial Charges," latest revision;
- NUREG-1757, Vol. 3, "Consolidated NMSS Decommissioning Guidance, Financial Assurance, Recordkeeping and Timeliness," dated September 2003;
- NUREG-1713, "Standard Review Plan for Decommissioning Cost Estimates for Nuclear Power Reactors," dated December 2004;
- "Technical Position on Financial Assurance for Reclamation, Decommissioning, and Long Term Surveillance and Control of Uranium Recovery Facilities," dated October 1988;
- NUREG/BR-0058, "Regulatory Analysis Guidelines of the U.S. Nuclear Regulatory Commission";
- NUREG/BR-0184, "Regulatory Analysis Technical Evaluation Handbook";
- NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs";
- NUREG-1556, Vol. 15, "Consolidated Guidance About Materials Licenses," dated November 2000;
- NUREG-1569, "Standard Review Plan for In Situ Leach Uranium Extraction License Applications," dated June 2003;
- NUREG-1620, Rev. 1, "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," dated June 2003;
- NUREG-1520, "Standard Review Plan for the Review of a License Application for a Fuel Cycle Facility," latest revision;
- NUREG-1910, Volumes 1, 2, and Appendices A-G "Generic Environmental Impact Statement for In-Situ Leach Uranium Milling Facilities," dated May 2009;

- NUREG-1567, "Standard Review Plan for Spent Fuel Dry Storage Facilities," dated March 2000;
- NUREG-1700, Rev. 1, "Standard Review Plan for Evaluating Nuclear Power Reactor License Termination Plans," dated April 2003;
- NUREG-0706 Volumes 1, 2, and 3; "Generic Environmental Impact Statement (GEIS) for Uranium Milling," dated September 1980;
- Regulatory Guide 1.159; "Assuring the Availability of Funds for Decommissioning Nuclear Reactors," dated October 2003;
- 10 CFR Parts 30, 40, 50, 70, 72, 76; and appropriate decommissioning cost studies prepared by Pacific Northwest National Laboratories (PNNL) and other NRC contractors.

For the subsurface contamination monitoring, applicable NRC regulations and regulatory guidance that the contractor shall use in its reviews shall include, but not be limited to,

- NUREG-1757, Vol. 1, Rev. 2, "Consolidated NMSS Decommissioning Guidance, Decommissioning Process for Materials Licensees," dated September 2006;
- NUREG-1700, Rev. 1, "Standard Review Plan for Evaluating Nuclear Power Reactor License Termination Plans," dated April 2003;
- 10 CFR Part 19; NRC inspection procedure IP 62709; and NRC inspection procedure IP 71846.

2.0 OBJECTIVE

The objective is to provide assistance for developing technical, financial, and legal bases for amending the NRC's regulations to improve the likelihood that (a) subsurface and soil contamination will be adequately characterized and (b) funds for decommissioning will be available when needed.

Major tasks are (1) evaluation of the financial and legal risks that funds will not be available when needed for decommissioning, (2) technical basis and recommendations for the staff's development of proposed rulemaking and statement of considerations, (3) draft regulatory guidance for changes in the financial assurance regulations, (4) support of the staff's analyses of public comments on draft guidance, the notice of proposed rulemaking and technical basis, and recommendations for the staff's development of the final rulemaking and statement of considerations, and (5) final regulatory guidance for changes in the financial assurance regulations.

3.0 TECHNICAL EXPERTISE REQUIRED

Expertise is required in the following areas: NRC decommissioning financial assurance regulations and regulatory guidance, NRC decommissioning regulations and regulatory guidance, corporate organization, accounting, investment fund management, bankruptcy law, insurance, finance, environmental science, hydrology, geochemistry, health physics, engineering, decommissioning technology, and cost estimation.

4.0 LEVEL OF EFFORT

A summary of the level of effort for each of the major tasks is tabulated below. The level of effort shown for the tasks is illustrative only, and does not establish a minimum or maximum requirement for any task. The contractor shall be expected to complete the work within the total hours (252), but may transfer hours between tasks as necessary. Deliverable due dates are set forth in Section 10.0, Schedule for Deliverables.

Table 1

Major Task	**Level of Effort (Hours)**
1. Financial and legal risk evaluation	33
2. Technical Basis and Recommendations for Proposed Rulemaking and Statement of Considerations	87
3. Draft guidance	36
4. Basis and recommendations for final rulemaking	60
5. Final guidance	36
Total level of effort for base contract	252
September 1, 2010 – February 28, 2011 (Base Period)	
March 1, 2011 – August 31, 2011 (Option Period 1)	
1. Financial and legal risk evaluation	33
2. Technical Basis and Recommendations for Proposed Rulemaking and Statement of Considerations	87
3. Draft guidance	36
4. Basis and recommendations for final rulemaking	60
5. Final guidance	36
Total level of effort for option period	252
Total level of effort (base + option period)	504

5.0 PERIOD OF PERFORMANCE

The period of performance is September 1, 2010 to February 28, 2011 with one option period of 6 months, March 1, 2011 – August 31, 2011.

6.0 SCOPE OF WORK

The contractor shall perform the evaluations listed below, prepare a draft report of its results, discuss the draft with NRC staff, and prepare a final report. The contractor shall provide monthly interim reports of progress and results during the period the draft report is being prepared. The final report shall include the evaluations, recommendations for rulemaking, and a listing of all sources used to prepare the report.

6.1 Major Task 1 (MT1) Evaluation of the Financial and Legal Risks That Funds Will Not Be Available When Needed for Decommissioning

MT1 consists of 3 subtasks: (1) identification of the level of accumulation of radioactive waste or spread of contamination due to operational events that should trigger the licensee to perform an update of its decommissioning cost estimate; (2) assistance with cost-benefit analyses; and (3) assistance with proposed and final rulemaking actions – and their associated statements of consideration – in connection with financial assurance for decommissioning. For each of the subtasks, the contractor shall develop recommendations for rulemaking based on its evaluation.

MT1.1 Identify the Level of Accumulation of Radioactive Waste or Spread of Contamination Due to Operational Events That Should Trigger the Licensee to Perform an Update of Its Decommissioning Cost Estimate

The list of events that can increase decommissioning costs includes:

1) Spills
2) Groundwater and soil contamination
3) Increased waste inventory
4) Increased waste disposal costs
5) Facility modifications
6) Changes in authorized possession limits
7) Actual costs exceed estimated costs during progress of remediation
8) On-site disposal
9) Use of settling ponds

The contractor shall determine whether other operational events should be added to the list above. When the list is complete, the contractor shall evaluate each event to determine an objective measure that will trigger the licensee to

perform an update of its decommissioning cost estimate due to the occurrence of the event.

MT 1.2 Assistance with cost-benefit analyses related to proposed changes in regulatory guidance, proposed changes to existing regulations, or proposed rules.

The contractor shall assist the staff in performing in-depth cost-benefit analyses related to proposed changes in regulatory guidance, proposed changes to existing regulations, or proposed rules. For instance, the contractor shall assist the staff in performing such analyses related to proposed changes to release criteria.

MT 1.3 Assistance with proposed and final rulemaking actions – and their associated statements of consideration – in connection with financial assurance for decommissioning.

The scope of this subtask is intended to be broad, and allows the agency to assign additional subtasks under MT1 whose general scope is financial assurance for decommissioning and subsurface soil and groundwater monitoring of NRC licensed facilities. For instance, if a Staff Requirement Memorandum (SRM) is assigned to the staff, whose scope is financial assurance for decommissioning, the agency may solicit the contractor's support by issuing a new subtask of MT1. While there is no limit to the number of additional subtasks of MT 1 that the agency may assign, the contractor is not expected to exceed the number of hours detailed above. The tasks discussed here do not preclude the agency from assigning additional tasks or subtasks, provided that the additional task(s) or subtask(s) are in the general scope of financial assurance for decommissioning and subsurface soil and groundwater monitoring of NRC licensed facilities.

6.2 Major Task 2 (MT2) Technical Basis and Recommendations for Proposed Rulemaking and Statement of Considerations.

MT2 consists of four subtasks: (1) development of options for implementing the financial assurance rulemaking recommendations generated in MT1, (2) development of options for implementing the recommendations for subsurface soil and groundwater monitoring generated by the NRC staff and forwarded to the contractor, (3) development of technical basis and recommendations for staff development of proposed rulemaking, and (4) development of technical basis and recommendations for staff development of the statement of considerations for the notice of proposed rulemaking.

Table 2

MT2 Subtasks	Level of Effort (Hours)
(1) Preparation of options for implementing the financial assurance rulemaking recommendations generated in Major Task 1, including the No Action option	19
(2) Preparation of options for implementing the recommendations of the NRC staff for subsurface soil and groundwater monitoring, including the No Action option	15
(3) Preparation of technical basis and recommendations for staff development of proposed rulemaking	19
(4) Preparation of technical basis and recommendations for staff development of Statement of Considerations for the proposed financial assurance and subsurface soil and groundwater monitoring rules	34
Total	87

The hours set forth above are for the base period. However, the option period would have the same number of hours.

MT2.1 Preparation of options for implementing the financial assurance rulemaking recommendations generated in MT1, including the No Action option

Prepare options for implementing the recommendations made for each subtask of MT1 of this contract. The No Action option shall be considered for each recommendation. The pros and cons of each option shall be identified. Based on the pros and cons, the contractor shall recommend a preferred option. The options will be used by NRC staff to develop a SECY paper recommending rulemaking to the Commission.

MT2.2 Preparation of options for implementing the recommendations of the NRC staff for subsurface soil and groundwater monitoring, including the No Action option

Prepare options for implementing the recommendations of the NRC staff for subsurface soil and groundwater monitoring. The No Action option shall be considered for each recommendation. The pros and cons of each option shall be identified. Based on the pros and cons, the contractor shall recommend a preferred option. The options will be used by NRC staff to develop a SECY paper recommending rulemaking to the Commission.

MT2.3 Preparation of technical basis and recommendations for proposed rulemaking

The contractor shall prepare the technical basis and recommendations for staff development of proposed rulemaking in conformance with NRC regulations and regulatory guidance.

MT2.4 Preparation of technical basis and recommendations for Statement of Considerations for the proposed financial assurance and subsurface soil and groundwater monitoring rules

The contractor shall prepare the technical basis and recommendations for staff development of the Statement of Considerations in conformance with NRC regulations and regulatory guidance.

6.3 Major Task 3 (MT3) Draft Regulatory Guidance for Changes in the Financial Assurance Regulations

The contractor shall prepare draft regulatory guidance for changes in the financial assurance regulations based on the recommendations in task MT2, and/or in connection with MT1. The document shall be prepared in accordance with NRC regulations and regulatory guidance.

6.4 Major Task 4 (MT4) Summarization and Evaluation of Comments on Draft Guidance, the Notice of Proposed Rulemaking, and Provide Technical Basis and Recommendations for Staff Development of Final Rulemaking and Statement of Considerations

The contractor shall summarize and evaluate the public comments received on draft guidance, and the proposed rule(s) in conformance with NRC regulations and regulatory guidance. The analysis of public comments must be done in accordance with guidance in the most recent revision of NUREG/BR-0053, NRC Regulations Handbook. Each issue raised by commenters must be analyzed for impact on the development of the regulation. The contractor shall provide technical basis and recommendations for staff development of final rulemaking and statement of considerations in conformance with NRC regulations and regulatory guidance.

MT4 consists of three subtasks: (1) summarize and evaluate the public comments received from the notice of proposed rulemaking, (2) develop technical basis and recommendations for staff development of rulemaking and (3) provide technical basis and recommendations for staff development of the statement of considerations for the final financial assurance and subsurface soil and groundwater monitoring rules.

Table 3

MT4 Subtasks	Level of Effort (Hours)
(1) Summarize and evaluate comments received from notice of proposed rulemaking	26
(2) Develop technical basis and recommendations for staff development of the final rulemaking	7
(3) Develop technical basis and recommendations for staff development of the final Statement of Considerations for the final financial assurance and subsurface soil and groundwater monitoring rule	27
Total	60

The hours set forth above are for the base period. However, the option period would have the same number of hours.

6.5 Major Task 5 (MT5) Final Regulatory Guidance for Changes in the Financial Assurance Regulations

The contractor shall prepare final regulatory guidance for changes in the financial assurance regulations. The document shall be prepared in accordance with NRC regulations and regulatory guidance.

7.0 MEETINGS AND TRAVEL

Travel for this review may include up to 6 trips per year from the contractor's offices to NRC Headquarters.

Travel may also include up to 2 trips per year to NRC Headquarters for contractor staff located outside the Washington DC area.

Several meetings will be required with NRC technical staff during the period the report is prepared: a kick-off meeting, interim meetings to discuss the contractor's draft results of each Major Task, and a meeting transmitting the final result of each Major Task.

Any other travel shall be negotiated through a modification to the task order.

8.0 NRC-FURNISHED MATERIALS

The NRC will furnish the public comments received in response to the notice of proposed rulemaking to the contractor.

The NRC will furnish the staff's recommendations on implementing subsurface soil and groundwater monitoring inspection and implementation to the contractor.

9.0 CONTRACTOR SUPPLIED MATERIALS

Where necessary, in the contractor's judgment, the contractor may obtain relevant information from public or private sources. Fees shall be paid by the contractor.

10.0 SCHEDULE FOR DELIVERABLES

Deliverables are due based on the table set forth below.

Table 4

Major Task	Deliverable Due Dates
1. Financial and legal risk evaluation	One month after task assignment
2. Technical Basis and Recommendations for Proposed Rulemaking and Statement of Considerations	Three months after task assignment
(1) Options for implementing financial assurance rulemaking recommendations	
(2) Options for implementing subsurface soil and groundwater monitoring	
(3) Technical basis and recommendations for proposed rulemaking	
(4) Technical basis and recommendations for statement of considerations	
3. Draft guidance - financial	Four months after task assignment
4. Summarization and Evaluation of Comments from the Notice of Proposed Rulemaking and Provide Technical Basis and Recommendations for Staff Development of Final Rulemaking and Statement of Considerations	Five months after task assignment
(1) Summary and evaluation of public comments	
(2) Technical basis and recommendations for final rulemaking	
(3) Technical basis and recommendations for final statement of considerations	
5. Final guidance - financial	Six months after task assignment

ATTACHMENT

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

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

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

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

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

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

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

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

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

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

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

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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

ATTACHMENT

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

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

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

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

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

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

Supersession: These instructions supersede any previous billing instructions.

R:txtselden\billing instructions LH or TM revised 2008

ATTACHMENT

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

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL (SAMPLE FORMAT - COVER SHEET)

1. Official Agency Billing Office

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

2. Voucher Information

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

c. Contract Number. Insert the NRC contract number.

d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.

g. Required Attachments (Supporting Documentation). Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

ATTACHMENT

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

3. Definitions

a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at $1,000 or more separately. Provide the item number for each piece of equipment valued at $1,000 or more.

b. Capitalized Non Expendable Equipment. List each item costing $50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.

c. Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period from _____through_____.

		Amount Billed	
		Current Period	Cumulative
(f)	Direct Costs:		
	(1) Direct Labor	$_____	$_____
	(2) Travel	$_____	$_____
	(3) Materials	$_____	$_____
	(4) Equipment	$_____	$_____
	(5) Materials Handling Fee	$_____	$_____
	(6) Consultants	$_____	$_____
	(7) Subcontracts	$_____	$_____
	Total Direct Costs:	$_____	$_____

CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed $100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over $100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

Submission

1. A CSP is required:

   1.a as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;

   1.b as part of the Best and Final Offer (if requested) as a result of negotiations;

2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.(fillin) , "Financial Status Report").

Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.

CONTRACTOR SPENDING PLAN (CSP)

(TO BE COMPLETED AS A PART OF THE OFFEROR'S COST PROPOSAL FOR EACH COST REIMBURSEMENT CONTRACT OR INDIVIDUAL TASK ORDER OR FOR ANY CONTRACT OR TASK ORDER MODIFICATION WHICH EXCEEDS $100,000 AND HAS A PERFORMANCE PERIOD EXCEEDING 6 MONTHS)

Solicitation No._____ Period of Performance: From_____ To_____
Contract No. _____

Task Order No._____ Modification No._____
Offeror/Contractor Name:_____

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/ Modification (to a contract or task order) at the time of proposal submission. Does not include options. $_____

Provide cost details by month for the total contract/task order/or task order modification

Cost Elements	1st Month	2nd Month	3rd Month	4th Month	5th Month	6th Month
Direct Costs	$_____	$_____	$_____	$_____	$_____	$_____
Indirect Costs	$_____	$_____	$_____	$_____	$_____	$_____
Total Estimated Costs including fixed fee if any	$_____	$_____	$_____	$_____	$_____	$_____
Projected Completion	_____%	_____%	_____%	_____%	_____%	_____%

Cost Elements	7th Month	8th Month	9th Month	10th Month	11th Month	12th Month
Direct Costs	$_____	$_____	$_____	$_____	$_____	$_____
Indirect Costs	$_____	$_____	$_____	$_____	$_____	$_____
Total Estimated Costs including fixed fee if any	$_____	$_____	$_____	$_____	$_____	$_____
Projected Completion	_____%	_____%	_____%	_____%	_____%	_____%