

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 12

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

BPA NO.

1. DATE OF ORDER <i>9/20/10</i>		2. CONTRACT NO. (if any) NRC-03-10-078		6. SHIP TO:	
3. ORDER NO. NRC-03-10-078T005		4. REQUISITION/REFERENCE NO. 07/29/10		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts ATTN: Valerie Whipple Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS ATTN: Karyn Hannum M/S: O13-E19	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 6220 CULEBRA RD				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY SAN ANTONIO				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.	
e. STATE TX				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.	
f. ZIP CODE 782385166					
9. ACCOUNTING AND APPROPRIATION DATA B&R:020-15-111-102C JC:J4388 BOC:252A APPN:31X0200.020 FFS: NRR-10-309 OBLIGATE: \$13,164.00 DUNS: 007936842				10. REQUISITIONING OFFICE NRR	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 9/20/10 - 1/19/11	
a. INSPECTION		b. ACCEPTANCE		18. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The contractor shall provide services in accordance with the attached Statement of work entitled "Technical Assistance for the Development of an Environmental Assessment for the Nuclear Power Uprate Licensing Action" The total CPFF amount: \$13,164 The total obligated amount: \$13,164 NRC Project Officer: Karyn Hannum (301)415-2290 Email: Karyn.Hannum@nrc.gov Technical Project Manager: Richard Bulavinetz (301)415-3607 Email: Richard.Bulavinetz@nrc.gov List of Attachments: Statement of Work					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
21. MAIL INVOICE TO:						
SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME Department of Interior / NBC NRCPayments@nbc.gov					17(h) TOTAL (Cont. pages)
	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			

\$13,164.00

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	
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AUTHORIZED FOR LOCAL REPRODUCTION

TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

SEP 23 2010

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

ADMIN

CONTINUATION PAGE

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: 9/20/2010

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 \$13,164.00, of which the sum of 12202 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 13164, of which the sum of 12202 represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through 01/19/2011.

A.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from September 20, 2010 through January 19, 2011.

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]

[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.

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.

A.6 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

A.7 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

TASK ORDER 5 STATEMENT OF WORK

Project Title: Technical Assistance for the Development of an Environmental Assessment for an Extended Power Uprate Licensing Action for a nuclear generating station, U.S. Nuclear Regulatory Commission, Office of Nuclear Reactor Regulation

JOB CODE:	J-4388
B&R NUMBER:	020-15-111-102C
NRC ISSUING OFFICE:	Office of Nuclear Reactor Regulation
NRC PROJECT OFFICER (PO):	Karyn Hannum – (301) 415-2290, Karyn.Hannum@nrc.gov
TECHNICAL PROJECT MANAGER (TPM):	Richard Bulavinetz – (301) 415-3607, Richard.Bulavinetz@nrc.gov
FEE RECOVERABLE:	YES
TAC NUMBER:	ME_____
DOCKET NUMBER:	
PERIOD OF PERFORMANCE:	Four months from award
TYPE OF CONTRACT:	Cost Plus Fixed Fee, Task Ordering
PERFORMING ORGANIZATION	Center for Nuclear Waste Regulatory Analyses (CNWRA hereafter Center)

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) staff reviews applications from nuclear power plants for licensing actions. The licensing actions can range from simple administrative changes to their license, requests for exemptions from NRC regulations, to complex technical changes related to all aspects of the operation of the plant (i.e., nuclear safety, security, emergency preparedness, nuclear fuel, fire protection, radiation protection, quality assurance, maintenance, radioactive waste, non-radioactive waste, accident consequences, and power uprates).

The NRC staff performs an environmental assessment (EA) on the licensing actions in accordance with the requirements in 10 CFR Part 51, Subpart A – National Environmental Policy Act (NEPA) – Regulations Implementing Section 102(2).

The NRC staff is seeking assistance with the preparation of a complex EA for a request for an extended power uprate (EPU) from a nuclear power plant.

2.0 OBJECTIVE

The objective of Task Order No. 5 (TO 5) is to obtain assistance with the preparation of a complex EA for a nuclear generating station licensing action, including a preliminary meeting with the Center for Nuclear Waste Regulatory Analyses (the "Center") and obtaining related necessary information (e.g., requests for additional information to the licensee, and any site-specific information), to ensure that a thorough evaluation is performed.

3.0 STAFFING

The staff assigned by the Center to TO 4 should have a general understanding of the range of issues covered by NRC EAs as outlined in the NRC's Office of Nuclear Reactor Regulation Office Instruction LIC-203, Revision 2. Center staff should have experience in the technical and regulatory aspects necessary for evaluating the environmental impacts for the broad range of licensing actions from nuclear power plants in the following areas: radiological and human health; land use; water use; air resources; ecology; threatened, endangered, and protected species and essential fish habitat; historical and cultural resources; socioeconomics and environmental justice, and cost-benefit analysis.

4.0 SCOPE OF WORK AND DELIVERABLES

The Center shall prepare a complex EA for the EPU licensing action for a nuclear generating station licensed by the NRC.

The work conducted under Task 2 (below) shall be subject to the project management requirements as described in Section 5.0 of this Statement of Work (SOW).

4.1 TASK 1: MEETING TO PLAN TASKS 2 & 3

The Center's Project Manager (CPM) and one Subject Matter Expert (SME) shall first meet with the NRC Project Officer (PO) and Technical Project Manager (TPM) in the Center's office in Rockville, MD, for task planning of the work to be performed under this TO. The SME may participate via a teleconference call.

The level of effort for work under Task 1 for this kickoff meeting is two hours each for the CPM and SME.

4.2 TASK 2: COMPLETE COMPLEX ENVIRONMENTAL ASSESSMENT

The steps and procedures for completing Task 2 for a complex EA are broken down into the following Subtasks: Collect and Review Information (Subtask 2A); Plan, Draft, and Complete a Complex EA (Subtask 2B); Preparation of Draft EA (Subtask 2B1); and Revise Draft EA to Incorporate NRC Comments (Subtask 2B2). Details of each subtask are outlined below.

A licensing action for increasing the authorized power level (i.e., extended power uprate) at a nuclear generating station is complex, and typically involves a moderate to lengthy EA discussion (i.e., approximately 20 – 30 pages depending on the magnitude of the proposed power increase). Detailed information is required to evaluate the environmental impacts of an extended power uprate.

The total level of effort for work under Task 2 to complete the complex EPU EA is as follows: 4 hours by the Center's CPM; 88 hours by the Center's SME; and 12 hours by the Center's Administrative staff.

The Center shall submit the draft EPU EA to the NRC TPM no later than 25 business days after receipt of the licensing action information from the NRC TPM, as specified in Subtask 2B1. The Center shall submit the revised EPU EA to the NRC TPM no later than 15 business days after receipt of the NRC TPM's comments as specified in Subtask 2B2.

Subtask 2A: Collect and Review Information

The NRC Technical Project Manager (TPM) shall provide the Center with the license action request (LAR) submitted by the licensee for a nuclear generating station and associated relevant documents.

The Center shall review the LAR documents to determine if the licensee provided adequate information needed for the EA. The Center shall identify and list areas that require additional information and provide that list to the NRC TPM.

The Center shall keep the NRC TPM informed (either via e-mail, phone call, or personal meeting) on a bi-weekly basis and describe the information reviewed under this task, including deficiencies found in the LAR, and describe the actions to be taken to complete a complex EPU EA in a timely manner. Within 10 business days after receipt of the LAR, the Center shall provide the NRC TPM with a list of the deficiencies, if any, of information provided in the LAR. The NRC shall review this list and communicate the deficiencies to the licensee. If a formal Request for Additional Information (RAI) is submitted to the licensee, the NRC will adjust the work schedule accordingly. The Center shall consider any coordination necessary to cover laws and regulations other than NEPA.

The level of effort for work under Subtask 2A to collect and review information for a complex EPU licensing action is approximately 24 hours performed by the Center's SME.

Subtask 2B: Plan, Draft and Complete a Complex Environmental Assessment

The scope of work under Subtask 2B shall involve planning, drafting, and completion of a complex EPU EA to evaluate the impacts of the proposed licensing action. The effort shall consist of Subtasks as described below.

Subtask 2B work shall be initiated concurrently with Subtask 2A. The level of effort for work under Subtask 2B to plan, draft and complete a complex EPU EA is as follows: a total of 4 hours by the Center's CPM; 64 hours by the Center's SME; and 12 hours by the Center's Administrative staff.

Unless directed otherwise by the NRC TPM, the Center shall concurrently (with Subtask 2A) begin work on Subtask 2B1.

Subtask 2B1: Preparation of Draft Environmental Assessment

Using the information provided by the NRC TPM (i.e., license action, related supplemental information, and the licensee's response to any RAIs), the Center shall follow LIC – 203, Revision 2, "Procedural Guidance for Preparing Environmental Assessments and Considering Environmental Issues," in preparation of a draft complex EPU EA. Deviations from the outline shall be approved by the NRC TPM. The NRC TPM shall provide several complex EAs which show examples of the types of licensing actions submitted by nuclear power plants for the Center to follow, including EPU EAs. The Center shall focus the discussion on the human health and environmental issues that will be potentially impacted by the licensing action.

The Center shall submit a draft complex EPU EA to the NRC TPM no later than 25 business days after receipt of the licensing action information from the NRC TPM, as specified in Task 2.

The level of effort for work under Subtask 2B1 to prepare a draft complex EPU EA is as follows: a total of 2 hours by the Center's CPM; 50 hours by the Center's SME; and 8 hours by the Center's Administrative staff.

Subtask 2B2: Revise Draft Environmental Assessment to Incorporate NRC Comments

The Center shall revise the draft EA based on the comments received from the NRC. The Center shall submit the revised EA to the NRC TPM no later than 15 business days after receipt of the NRC TPM's comments.

The level of effort for work under Subtask 2B2 to revise and complete a complex EPU EA is as follows: a total of 2 hours by the Center's CPM; 14 hours by the Center's SME; and 4 hours by the Center's Administrative staff.

4.3 TASK 3: FINAL PRODUCTS

The Center shall provide the NRC with at least one paper copy of the Environmental Assessment for a completed complex EPU licensing action and 10 copies in CD format. Details are provided in Section 12 below. The level of effort for work under Task 3 to produce one paper copy and 10 copies in CD format for a complex EPU EA is 4 hours by the Center's Administrative staff.

5.0 PROJECT MANAGEMENT

Maintain Effective Communication with NRC Staff

The Center shall maintain effective communication with NRC staff to help coordinate and integrate EA preparation with NRC's technical and decision-making activities. For the duration of Task 2, the Center shall participate in a bi-weekly telephone call with the NRC's TPM to discuss the status of the EA.

If requested by the NRC's TPM, the Center's Team Leader and the NRC TPM shall participate in additional face-to-face meetings held in either the NRC's Rockville, Maryland, office or at the Center's Rockville office. The meetings will be of a short duration (typically 1-2 hours) and, when occasionally held, will substitute for the bi-weekly conference calls between the Center and the NRC. The Center's SME may participate via a teleconference call.

Other Communication

The Center shall coordinate all necessary NRC communication (other than communications for the Project Officer) for Tasks 2 through the NRC's TPM.

NRC Comments

The Center shall resolve all NRC comments through the NRC TPM when making revisions to any deliverable under this TO.

Quality Assurance for the Project

The Center shall implement and maintain quality assurance requirements for the project in accordance with Section 14.0 of this SOW.

6.0 ACCEPTANCE CRITERIA

The Center shall document the preparation of the EA and maintain appropriate records. The draft EA and final EA shall provide sufficient detail to enable members of the public to generally understand the basis of the conclusions.

7.0 MEETINGS AND TRAVEL

The CPM shall meet with the NRC Project Officer (PO) and TPM at the NRC office in Rockville, Maryland, for a task planning meeting. The NRC TPM may choose to periodically meet with the Center at its office in Rockville, Maryland to review the status of work and provide input into the project, as discussed in Section 5. No funds are required for travel, since the NRC's Headquarters office and the Center's Rockville office are located approximately one mile apart from each other.

8.0 NRC FURNISHED MATERIAL

The NRC TPM will provide the following materials to the Center at the beginning of Task 1:

- Licensee's license action request
- Copies of documents related to the license action request
- Copy of LIC – 203, Revision 2, "Procedural Guidance for Preparing Environmental Assessments and Considering Environmental Issues"
- Copies of completed EAs to be used as examples for format and content

The NRC TPM will provide the Center with new information and related documents to support the preparation of the EA on an as-needed basis.

9.0 CENTER-ACQUIRED MATERIAL

No materials are expected to be acquired by the Center under this task order.

10.0 PERIOD OF PERFORMANCE

The period of performance for this effort shall be for a four month period to commence on the effective date of the TO award.

The schedule will be driven by the submittal of license action requests by the licensees.

11.0 REPORTS

Submittals for Task 2 by the Center shall be submitted via electronic mail with attachments consistent with the word processor in use at the NRC (Microsoft Word 2007), along with copies in portable document format (i.e., *.pdf). At a minimum, the Center shall provide one paper copy and 10 CD copies of the Task 2 final EA to the NRC's PO and

TPM. The EA provided by the Center shall be in a report form similar to the sample EAs provided to the Center by the NRC TPM.

12.0 TECHNICAL DIRECTION

Richard Bulavinetz is the designated NRC TPM for this task order. Karyn Hannum is the designated NRC PO. Technical instructions may be provided to the Center during the duration of Task 2 of this TO. Technical instructions shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. Directions, if any, for changes in scope of work, cost, or period of performance will be issued by the NRC Contracting Officer.

13.0 STANDARD WORK PRACTICES

For all draft and final reports under this TO, the Center shall assure that an independent review of numerical computations and mathematical equations and derivations is performed by qualified personnel other than the original author(s) of the reports and other than the person who performed the original calculation. If the Center proposes to check less than 100 percent of all computations and mathematical equations and derivations in the report(s) (such as may be the case when there is a large number of routine, repetitive calculations), the Center must first obtain written approval from the NRC's TPM.

In addition, the final EA report under this TO, including those which do not contain numerical analyses, must be reviewed by the Center's management and approved with two signatures. One signature must be from the Center's Task Leader and one signature must be from a manager at a higher managerial level than the Task Leader.

When revisions to the reports are issued by the Center, a section must be included in the revised report to document dates of, reasons for, and scope of all changes made since the issuance of the Center's first approved report.

NRC has the option of appointing a Peer Group to review, comment upon, and recommend changes to the draft and final reports. The Center may recommend candidates for the Peer Group for approval by the NRC's TPM or PO.

In the occasion of dissent in the content of the final report, the dissenting party shall have the option of stating their viewpoints and findings in a section of the report. This section does not require the development of a formal quality assurance program nor does it require formal quality assurance program documentation or review.

APPENDIX A
SCHEDULE AND DELIVERABLES

TASK	DELIVERABLE	SCHEDULE
1	Task Planning Meeting	Upon Agreement by NRC and the Center
2B1	Preparation of a Draft Complex Environmental Assessment	25 business days after receipt of Information from NRC
2B2	Revise Draft Environmental Assessment to Incorporate NRC Comments	15 business days after receipt of NRC TPM's comments
3	Provide Final Products	Provided upon completion of 2B2