

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

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

BPA NO.

| | | | | | |
|--|---|---|--|--|---------------------------------|
| 1. DATE OF ORDER 9/6/2011 | | 2. CONTRACT NO. (if any) NRC-02-06-021 | | 6. SHIP TO: | |
| 3. ORDER NO. T009 | | MODIFICATION NO. | | a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission | |
| 5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie Whipple Washington, DC 20555 Mall Stop: TWB-01-B10M | | 4. REQUISITION/REFERENCE NO. NMS-11-080 FAIMIS 113874 | | b. STREET ADDRESS Brenda DuBoase Mall Stop E1D2M | |
| 7. TO: | | c. CITY Washington | | d. STATE DC | e. ZIP CODE 20555 |
| a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE | | b. COMPANY NAME | | f. SHIP VIA | |
| c. STREET ADDRESS 6220 CULEBRA RD | | d. CITY SAN ANTONIO | | e. STATE TX | f. ZIP CODE 782385166 |
| 8. ACCOUNTING AND APPROPRIATION DATA B&R: 11-50-38-4-149 JC: J5560 BOC: 252A APPN: 31X0200 PSC: R421 FAIMIS: NMS-11-080 \$26,088 FAIMIS 113874 DUNS: 007936842 NAISC: 54199D | | 10. REQUISITIONING OFFICE NRR | | 8. TYPE OF ORDER | |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | 12. F.O.B. POINT Destination | | | |
| <input type="checkbox"/> a. SMALL | <input checked="" type="checkbox"/> b. OTHER THAN SMALL | <input type="checkbox"/> c. DISADVANTAGED | <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | | |
| <input type="checkbox"/> d. WOMEN-OWNED | <input type="checkbox"/> e. HUBZone | <input type="checkbox"/> f. EMERGING SMALL BUSINESS | | | |
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) September 30, 2011 | |
| a. INSPECTION | b. ACCEPTANCE | | | 16. 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) |
|-----------------|--|-------------------------|-------------|-------------------|---------------|--------------------------|
| | <p>The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for Offsite Retreat Related to Oversight, Inspection and Licensing of Fuel Cycle Facilities."</p> <p>Total obligated amount: \$26,088</p> <p>Period of Performance: Date of Award through September 30, 2011</p> <p>Technical Monitor: Tyrone Naquin 301-492-3187 NRC Project Officer: Brenda DuBose 301-492-3247</p> <p>List of Attachments: Statement of Work</p> <p align="right">TOTAL TASK ORDER CEILING.....\$26,088</p> <p>DUNS: 007936842</p> | | | | | |

| | | | | | | |
|-------------------------------------|---|---------------------------|----------------------------------|-----------------|----------------------------------|---------------------------|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | | | | |
| SEE BILLING INSTRUCTIONS ON REVERSE | a. NAME Department of Interior / NBC NRCPayments@nbc.gov | | | | CPFF \$26,088 Current Ceiling | |
| | 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 | | 17(i) GRAND TOTAL | |

| | | | |
|--|--|---|--|
| 22. UNITED STATES OF AMERICA BY (Signature) | | 23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER | |
|--|--|---|--|

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: 8/31/2011

TASK ORDER TERMS AND CONDITIONS

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 **\$26,088** of which the sum of ██████ represents the estimated reimbursable costs, and of which \$█████ represents the fixed fee. In the event that the Government exercised optional tasks, the task order shall increase as follows:
- (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 **\$26,088**, of which the sum of ██████ represents the estimated reimbursable costs, and of which \$█████ represents the fixed fee.

2. PERIOD OF PERFORMANCE

The period of performance of this order shall be Date of Award through September 30, 2011.

3. 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

- (a) Total expenditure for travel may not exceed **\$2,061** without the prior approval of the contracting officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

4. 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Name

Title

[REDACTED]

**Project Manager
Principal Investigator**

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

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

5. 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.

6. 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.

STATEMENT OF WORK

PROJECT TITLE: TECHNICAL ASSISTANCE FOR OFFSITE RETREAT RELATED TO OVERSIGHT, INSPECTION AND LICENSING OF FUEL CYCLE FACILITIES

NRC TECHNICAL

PROJECT MANAGER: Tyrone D. Naquin, NMSS/FCSS (301) 492-3187

NRC TECHNICAL ASSISTANCE

PROJECT MANAGER: Brenda J. DuBose, NMSS/PBPA (301) 492-3247

B & R NUMBER: 11-50-38-4-149

JOB CODE: J5590

A. BACKGROUND

The Division of Fuel Cycle Safety and Safeguards (FCSS), Office of Nuclear Material Safety and Safeguards (NMSS) and NRC Region II, Division of Fuel Facility Inspection (DFFI) will conduct an offsite workshop to improve the effectiveness of the oversight, inspection, and licensing activities for fuel cycle facilities. Specifically, the goals of the 2-day workshop are to: assess alignment and effectiveness of licensing and inspection staff; evaluate efficiencies in mission accomplishments; and, improve internal staff communications. The activities will include pre-workshop interviews and assessments of management and staff in order to collect information and gain knowledge of their perception of the challenges associated with achieving the organization's mission and goals specifically related to oversight, inspection and licensing of fuel cycle facilities. FCSS/NMSS will hold the workshop offsite to enhance staff and management's focus on the workshop agenda, goals, and outcomes.

B. OBJECTIVE

The NRC requires technical expertise from the CNWRA to assist with the licensing and inspection program and activities for the fuel cycle facilities. Specifically, the CNWRA staff shall perform the following tasks:

- (i) work with appropriate FCSS/NMSS and Region II, DFFI management to conduct the necessary preparatory work to identify organizational challenges to the oversight, inspection, and licensing activities associated with fuel facilities;
- (ii) work with the FCSS/NMSS management to develop the workshop agenda which will focus on improving the effectiveness and efficiency of the oversight, inspection and licensing program for fuel cycle facilities;
- (iii) identify and reserve an offsite meeting facility;
- (iv) coordinate and facilitate the 2-day workshop;
- (v) provide workshop participants a written summary of the workshop results, and
- (vi) provide recommendations for next steps to continue to improve mission accomplishment with regard to oversight, inspection and licensing of fuel cycle facilities.

C. PROPOSED DATES AND LOCATION

The proposed dates for the retreat are September 21st and 22nd, 2011 from 8:00 a.m. to 5:00 p.m. each day. The proposed location shall be an offsite facility from the NRC Headquarters Offices in the Washington, DC metropolitan area, which may include consideration of locations in the Baltimore or Annapolis areas.

D. PERIOD OF PERFORMANCE AND LEVEL OF EFFORT

For planning purposes the period of performance for work under this effort shall be date of award through September 30, 2011.

The estimated level of effort for the work reflected under this effort is up to 80 hours total, which includes 2-days of facilitation support or .04 full-time equivalents to accomplish the work.

D. NUMBER OF ATTENDEES

The maximum number of attendees at the retreat is anticipated to be 30 people.

E. ACCOMMODATIONS

Attendees will provide for their own lodging in the area of the retreat. Consideration of a facility that can accommodate both lodging and the retreat is preferred. Federal per diem limitations for attendees should be a consideration when reserving facilities.

F. RETREAT FACILITY

The contractor shall obtain a conference room, complete with chairs, tables and audiovisual equipment sufficient and necessary for hosting the retreat. The facility for the retreat shall accommodate up to 30 people in a single room, with optional additional space for break-out sessions. Food service is not included in this effort and attendees will provide their own lunch. Parking shall be available for up to 30 attendees from 7:00 a.m. to 5:30 p.m. each day of the retreat and shall be included in the cost of the facility rental.

F. PROJECT OFFICER AUTHORITY

NRC TAPM for this contract is:

Brenda J. DuBose
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Program Planning, Budgeting, and Program Analysis Staff
Mail Stop: EBB-1-D2M
(301) 492-3247
Brenda.DuBose@nrc.gov

NRC TPM for this contract is:

Tyrone D. Naquin
U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Division of Fuel Cycle Safety and Safeguards
Mail Stop: EBB-2-C40
(301) 492-3187
Tyrone.Naquin@nrc.gov