

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.


1. DATE OF ORDER 9/30/2011		2. CONTRACT NO. (If any) NRC-HQ-11-C-02-0084		6. SHIP TO:	
3. ORDER NO. T001		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO. NMS-11-088		5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie Whipple Washington, DC 20555 Mail Stop: TWB-01-B10M		b. STREET ADDRESS Brenda DuBose Mail Stop: E1D2M	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 6220 CULEBRA RD		REFERENCE YOUR _____		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.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385166	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.	
9. ACCOUNTING AND APPROPRIATION DATA 11-50-38-4-149 J5687 252A 31X0200 \$43,353 **TRANSFERRED FROM BASIC CONTRACT*** DUNS: 007936842 NAICS: 541990 PSC: R421		10. REQUISITIONING OFFICE NRR		12. F.O.B. POINT Destination	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		13. PLACE OF		14. GOVERNMENT B/L NO.	
<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 SMALLBUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) March 31, 2012		16. DISCOUNT TERMS Net 30	
a. INSPECTION		b. ACCEPTANCE		17. SCHEDULE (See reverse for Rejections)	

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for GE-HITACHI Global Laser Enrichment Application Reviews and Inspection Support."</p> <p>Total CPFF: \$43,353</p> <p>Total obligated amount: \$43,353 (transferred from Basic Contract)</p> <p>Period of Performance: September 30, 2011 through March 31, 2012</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.....\$43,353</p> <p>DUNS: 007936842</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		CPFF \$43,353	17(h) TOTAL (Cont. pages)
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		17(i). GRAND TOTAL	
d. STATE CO		e. ZIP CODE 80235-2230		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: 9/30/2011

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 **\$43,353** of which the sum of \$ [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] 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 **\$43,353**, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed fee.

2. PERIOD OF PERFORMANCE

The period of performance of this order shall be **Date of Award** through **March 31, 2012**.

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

- (a) Total expenditure for travel may not exceed **\$5,611** 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



**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 – Task Order 1

PROJECT TITLE: TECHNICAL ASSISTANCE FOR GE-HITACHI GLOBAL LASER ENRICHMENT APPLICATION REVIEWS AND INSPECTION SUPPORT

NRC TECHNICAL PROJECT MANAGER: Tyrone D. Naquin (301) 492-3187

NRC TECHNICAL ASSISTANCE PROJECT MANAGER: Brenda J. DuBose (301) 492-3247

JOB CODE: J5687

FEE RECOVERABLE Yes

TAC/DOCKET NO. To Be Provided Under Issuance of Task Order

1.0 Background

The Office of Nuclear Material Safety and Safeguards (NMSS) is responsible for regulating activities which provide for the safe and secure production of nuclear fuel used in commercial nuclear reactors. Specially, NMSS develops, implements, and evaluates overall agency safety policy for fuel cycle and special nuclear material (SNM) facilities licensed under the Atomic Energy Act of 1954, as amended, or certified in accordance with the Energy Policy Act of 1992. The Division of Fuel Cycle Safety and Safeguards (FCSS) within NMSS, directs the U.S. Nuclear Regulatory Commission's (NRC) principal licensing, certification, inspection, environmental reviews, and other regulatory activities associated with these facilities to assure adequate safety and safeguards.

There are several fuel cycle facilities in possession of licenses issued by the NRC, or with an application under review, in pursuit of a license to operate. General Electric (GE)-Hitachi Global Laser Enrichment (GLE), whose application was received May 2009 is still under review, with hearings scheduled for Fiscal Year 2012.

The NRC uses the regulations in Title 10 of the Code of Federal Regulations (10 CFR) Parts 20, 30, 40, 51, 70, and 76 to perform a licensing review of these fuel cycle facilities. Specifically, the regulations require that for uranium enrichment facilities a mandatory formal hearing is to be conducted under 10 CFR Part 2, Subpart G; and the applicants must receive a license before any construction can begin.

2.0 Objective

The NRC requires contractor technical expertise to assist with the licensing and inspection program and activities for GE-Hitachi Global Laser Enrichment (GLE) in support of the following: preparation of safety evaluation reports (SER), support of Advisory Committee on Reactor Safeguards (ACRS) presentations, and support for potential litigation or hearings.

3.0 Period of Performance and Level of Effort

The estimated level of effort for this task order is 199 hours. The period of performance of this task order shall begin upon award and will expire on March 31, 2012. For planning purposes it is estimated the task order will be awarded on or about September 30, 2011.

4.0 Scope of Work

The contractor shall provide the personnel, materials, and facilities necessary to perform the work ordered by the NRC under issuance of this task order. Specifically, the contractor shall provide to the NRC facility review submittals related to prospective licensing of GE-Hitachi. The contractor shall provide written evaluation in the form of an SER and Requests for Additional Information (RAI) as required. The following are descriptive types of tasks that may require evaluation under issuance of this task order:

Structural and Geotechnical Engineering Capabilities. This area may include evaluating (i) design capacity, (ii) structural analyses, (iii) seismic qualification, (iv) structural repair, (v) petrographic analyses, and (vi) advanced concrete design as required.

Electrical Power Distribution. This area may include evaluations of (i) electrical design coordination, (ii) short circuit analyses, and (iii) electrical loading evaluation.

Software Review and Digital Instrument and Control Capabilities. This area may include evaluation of digital communication in the areas of (i) independence of channels, (ii) transmission of data, (ii) and isolation from non-safety systems. Other potential reviews may involve safety related control systems during the (i) planning phase, (ii) requirement phase, and (iii) design and integration phase. Additionally, review may be required for design criteria commitments, quality assurance requirements, and management measures of electrical utility and digital instrumentation and control (I & C) as described in the license application and as they function on site, as they apply to Items Relied On For Safety (IROFS).

Mechanical Engineering and Materials Science. This area may include (i) inspection of mechanical equipment and evaluation of Non-Destructive Testing (NDT) techniques for both welded and stressed structures, (ii) materials testing including fatigue, stress corrosion cracking, and localized corrosion, (iii) analysis and design of mechanical systems, (iv) mechanical testing, (v) materials testing, (vi) root cause analyses, and (vii) nondestructive evaluation including radiography.

Hearing Support. Provide hearing support, as needed. Review the contentions admitted by the Atomic Safety Licensing Board (ASLB) that are related to seismic, structural design, and tornado and high wind hazard issues at the affected site and other contentions as identified by NRC staff. Review other hearing documentation related to the admitted issues. As requested, research and prepare documents needed by the NRC's Office of the General Counsel staff for hearing briefs and other ASLB submittals. Provide oral testimony as needed to support NRC documentation related to the admitted contentions as identified by NRC staff.

5.0 Technical Skills and Expertise

All personnel performing work under this task order shall have pertinent technical experience by discipline and technical area. The individuals shall have knowledge of the NRC applicable regulations and guidance under 10 CFR Parts 20, 30, 40, 51, 70, 76, and the applicable license applications. It is the responsibility of the contractor to propose technical staff, employees, subcontractors or specialists who have the required educational background, experience, or combination thereof, to meet both the technical and regulatory objectives of the work specified in the task order Statement of Work. The number of personnel required may vary during the course of the task order.

If work under any task order will be subcontracted or performed by subcontractors or consultants, the contractor shall obtain the NRC Contracting Officer's written approval of the subcontractors or consultant prior to initiation of the subcontracted effort. Conflict of interest considerations shall apply to any subcontracted effort.

6.0 Meetings and Travel

Specific requirements for meetings and travel will be specified under the issuance of each task order. For planning purposes, it is estimated the contractor may be expected to make 1 site visits during this period of support to GE-Hitachi in New Hanover County, NC. The duration of the site visit is estimated at 2-3 days. Additional meetings between the contractor and the NRC staff, the applicant/licensee, and possibly the licensee's architectural/engineering firm may be required. Should it be determined that travel to an as yet unidentified location is required, a modification to the task order will be issued by the NRC Contracting Officer.

7.0 Deliverables and Schedule

Deliverable	Completion Date
Deliverable 1: Prepare and provide Requests for Additional Information (RAI) to operations Building submittal	1 month after receipt of applicant submittal
NRC to provide comments to the contractor on RAIs	2 weeks following receipt of contractor input
Deliverable 2: Review applicant responses to RAIs for adequacy and provide additional RAIs if necessary.	1 month after receipt of responses for additional information
Deliverable 3: Provide draft input for the Safety Evaluation Report	3 weeks after receipt of responses to Requests for Additional Information

NRC to provide comments to the contractor on the Draft Safety Evaluation Report	4 weeks after the receipt of the Draft Safety Evaluation Report
Deliverable 4: Provide final input for the Safety Evaluation Report	1 month after receipt of comments from NRC
Deliverable 5: Research and prepare documents needed by the NRC's Office of the General Counsel staff for hearing briefs and other ASLB submittals.	3 weeks following request from NRC OGC
Provide oral testimony as needed to support NRC documentation related to the admitted contentions as identified by NRC staff.	To be determined.

The schedule for deliverables is subject to change. The NRC will notify the contractor prior to any changes to this schedule.

8.0 NRC Furnished Material

Any reports, documents, equipment, and other materials required by the contractor to perform the work will be stated in the NRC-furnished materials section of the task order. In general, the Technical Project Manager (TPM) will provide those NRC documents related to the task order that is readily available. Contractor staff will identify any additional NRC documentation that is needed and the TPM will determine whether it will be provided by NRC or obtained directly by the contractor from the ADAMS, the NRC Public Document Room, or the NRC public Web site. Any materials furnished by the NRC must be returned to the NRC upon completion of the task order, at the discretion of the NRC TPM.

NRC will provide the following information to the contractor as appropriate:

- License application and integrated safety analysis summary
- Applicants' responses to requests for additional information
- Applicable correspondence between the NRC and the applicant
- Applicable hearing documents
- Applicable NRC regulations and guidance material

- Other applicable information and documents necessary to perform the requested tasks under each task order

9.0 NRC Technical Assistance Project Manager and Technical Project Monitor

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
Washington, DC 20555
(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
Washington, DC 20555
(301) 492-3187
Tyrone.Naquin@nrc.gov

Technical instructions may not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost, schedule, or period of performance. The NRC TPM is responsible for providing technical guidance to the contractor regarding staff interpretations of the technical aspects of regulatory requirements along with copies of relevant documents when requested by the contractor. All work products must be reviewed and approved by the NRC TPM before they are submitted as final documents. All technical direction given to the contractor must be consistent with the work scope and schedule. The NRC TPM is not authorized to unilaterally make changes to the approved work scope or schedule or give the contractor any direction that would increase costs over approved levels.