

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. NRR-12-096  
 Dated: 1/26/2012  
 PAGE 1 OF

2. CONTRACT NO. GS23F0110M  
 3. AWARD/EFFECTIVE DATE 2-29-2012  
 4. ORDER NO. NRC-DR-03-09-077  
 NRC-T006  
 5. SOLICITATION NUMBER NRR-12-096  
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  
 a. NAME  
 b. TELEPHONE NO. (No Collect Calls)  
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission  
 Div. of Contracts  
 Attn: Matthew J. Bucher, 301-492-3485  
 Mail Stop: TWB-01-B10M  
 Washington, DC 20555  
 CODE 3100  
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR:  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541690  
 ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: \$7 Million  
 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
  
 13b. RATING N/A  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission  
 Washington DC 20555  
 CODE  
 18. ADMINISTERED BY U.S. Nuclear Regulatory Commission  
 Div. of Contracts  
 Mail Stop: TWB-01-B10M  
 Washington, DC 20555  
 CODE 3100

17a. CONTRACTOR/OFFEROR ENERGY RESEARCH, INC.  
 ATTN: TRACEY MULLINIX  
 6167 EXECUTIVE BLVD.  
 ROCKVILLE MD 208523901  
 TELEPHONE NO.  
 CODE  
 FACILITY CODE  
 18a. PAYMENT WILL BE MADE BY Department of Interior / NBC  
 NRCPayments@nbc.gov  
 Attn: Fiscal Services Branch - D2770  
 7301 W. Mansfield Avenue  
 Denver CO 80235-2230  
 CODE 3100  
 PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See CONTINUATION Page The purpose of this Labor Hour (LH) task order is to provide technical services in support in the review of NETL TRIGA Mark-II Nuclear Reactor Operation License renewal. The work to be performed under this task order shall be in accordance with the Statement of Work, see attachment 1.  Period of Performance: 3/1/2012-9/30/2013 Funding Amount: \$70,000.00 Ceiling Amount: \$175,919.88  Contractor P.O.C: Tracey Mullinix, 301-881-0886 NRC Project Officer: Tonya Russell, 301-415-2147  Attachment 2: Billing Instructions for Labor Hour Task Order  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA  
 B&R#: 2012-11-4-178 JC: J4276 B.O.C: 252A APPN: 31X0200.120  
 Obligates Funds: \$70,000.00 FAIMIS Number: 121140  
 DUNS Number: 621211259 NAICIS: 541690  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$70,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  
 28. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR Mohsen Khavib-Rahbar  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Mohsen Khavib-Rahbar, President  
 30c. DATE SIGNED 2/29/12  
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Matthew J. Bucher, Contracting Officer  
 31c. DATE SIGNED 3-5-2012

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAR 05 2012

ADM002

Pricing Structure

Date: 2/28/2012-2/27/2013 (FY 12 Rates)

Labor Category	Rate	Hours	Not to Exceed Ceiling
Executive	[REDACTED]	[REDACTED]	[REDACTED]
Executive Engineer Specialist	[REDACTED]	[REDACTED]	[REDACTED]
Senior Engineer/Scientist	[REDACTED]	0	\$0.00
Support Staff	[REDACTED]	[REDACTED]	[REDACTED]
Senior Consulting Engineer	[REDACTED]	[REDACTED]	[REDACTED]
<b>Total</b>			<b>\$116,742.52</b>

Date: 2/28/2013-9/30/2013 (FY 13 Rates)

Labor Category	Rate	Hours	Not to Exceed Ceiling
Executive	[REDACTED]	[REDACTED]	[REDACTED]
Executive Engineer Specialist	[REDACTED]	[REDACTED]	[REDACTED]
Senior Engineer/Scientist	[REDACTED]	[REDACTED]	[REDACTED]
Support Staff	[REDACTED]	[REDACTED]	[REDACTED]
Senior Consulting Engineer	[REDACTED]	[REDACTED]	0
<b>Total</b>			<b>\$43,427.36</b>

Date: 3/1/2012-9/30/2013

Other Direct Costs	[REDACTED]	[REDACTED]	[REDACTED]
Travel	[REDACTED]	[REDACTED]	[REDACTED]

## **A.2 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: Tonya Russell

Address: One Whiteflint North  
45545 Rockville Pike  
Rockville, MD 20872

Telephone Number: 301-415-2147

(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 products/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 employee 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

## **A.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 2011) ALTERNATE I (AUG 2011)**

(a) The ceiling of this order for services is \$175,919.88.

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount obligated for this order is \$70,000.00.

(d) The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost, for fully-funded delivery orders or task orders.

## **A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)**

This order shall commence on 3/1/2012 and will expire on 9/30/2013.

#### **A.5 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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 GREEN PURCHASING (JUN 2011)**

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

## Statement of Work

### JCN J-4276, Task Order 6

TITLE: Technical Support for Research and Test Reactors License  
Renewal Application Reviews with Streamlined Review Process  
For the University of Texas at Austin, TRIGA Mark-II Nuclear  
Reactor

JCN: J-4276

PROJECT OFFICER: Tonya Russell, (301) 415-2147

TECHNICAL MONITORS: A. Jason Lising, (301) 415-3841

TAC NUMBER: ME7694

#### **1. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) has the authority and responsibility to review and evaluate requests for licensing actions made by its licensees. The University of Texas at Austin (UT or the licensee) submitted an application for renewal of its Operating License No. R-129, for the Nuclear Engineering Teaching Laboratory (NETL) TRIGA Mark-II Nuclear Reactor. As part of the license renewal application (LRA) request, the licensee submitted the updated safety analysis report (SAR), technical specifications (TS), and the environmental report (ER). Issuance of a renewed license would authorize operation of the NETL TRIGA Mark-II Nuclear Reactor for a period of 20 years.

This task order falls under the focused review in the streamlined review process in the "Scope of Work" section of the Statement of Work (SOW) for the base-ordering contract. The NRC's review will center on the most safety-significant aspects of the LRA and relies on past NRC reviews for certain safety findings. Specifically, the review of the NETL TRIGA Mark-II Nuclear Reactor LRA will focus on the sections of the SAR that are most significant to safety, including reactor design and operation, accident analysis, and technical specifications. The focused review will be performed in accordance with the guidance provided in "Interim Staff Guidance (ISG) on Streamlined Review Process for License Renewal for Research and Test Reactors," to ensure that those portions of the LRA satisfy the requirements of Title 10 of *The Code of Federal Regulations*. The license renewal process may include public, NRC management, Commission, and Congressional meetings. It may also include a public hearing with the Atomic Safety Licensing Board or the Commission.

#### **2. OBJECTIVE**

The objective of this task order is to obtain technical expertise to assist the NRC staff in the review and evaluation of the University of Texas' application for renewal of its NETL TRIGA Mark-II Nuclear Reactor operating license. Specifically, the contractor shall support the staff in

determining the technical adequacy in accordance with review guidance provided in the "Interim Staff Guidance (ISG) on Streamlined Review Process for License Renewal for Research and Test Reactors," perform independent calculations to verify the applicant's statement in the SAR and TS submitted as part of the licensee's application for license renewal, and to submit a safety evaluation (SE) input that formalizes the recommended safety and radiological conclusions made by the contractor.

**3. TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**

The contractor shall provide One (1) Nuclear Physicist and One (1) Health Physicist who have at least five (5) years practical experience with research and test reactor (RTR) technology and SAR analyses. These personnel shall have knowledge and experience in areas such as health physics, core physics, thermal hydraulics, system and nuclear engineering as appropriate for conducting the review of the SAR and TS.

The contractor shall also provide a Program Manager to oversee the efforts of its team and to ensure the timely submittal of quality deliverables such that all information is accurate and complete.

**4. WORK REQUIREMENTS AND SCHEDULE**

The contractor shall perform the tasks below in accordance with the estimated completion schedule. The specific dates for these deliverables will be agreed upon between the NRC Technical Monitor (TM) and the contractor's program manger prior to start of work.

<u>Tasks</u>	<u>Scheduled Completion</u>
1. <b>Participate in Kick Off Meeting:</b> to discuss information relating to the license amendment.	Within two weeks of contract award
2. <b>Initial LRA Review and 1<sup>st</sup> Site Visit:</b> Prepare for travel by conducting an initial review of the UT LRA and previously issued safety evaluation report. Accompany NRC staff on a one-day visit to UT facility to observe the site configuration and to conduct general discussions regarding the LRA with the licensee.	1 <sup>st</sup> Site visit – Expected to occur within four weeks after award of task order.
3. <b>LRA Review Plan:</b> Using the information in the UT LRA and previously issued SER, prepare a review plan that includes the scope of the review, milestones to be completed and expected completion dates, any changes to proposed staffing plan and resource loading data, and a spending plan forecasted for this project.  a. Draft	Draft Review Plan – One week after completion of site visit.

<p>b. Incorporate NRC comments and submit final review plan</p>	<p>Final Review Plan – One week after receipt of NRC comments.</p>
<p>4. <b>Draft Safety Evaluation (SE) Input and Request for Additional Information (RAI):</b> Based on 10 CFR and guidance contained in the ISG on Streamlined Review Process for License Renewal of RTR, determine the applicant's conformance to the regulatory requirements.</p> <p>a. Prepare draft SE input with any open items that the contractor may identify, that documents the evaluative analysis of how the applicant met the applicable regulation requirements. The draft SE input shall state the applicable regulations or standards, discuss the applicant's method for satisfying the regulations or standards, and provide an analysis of whether the applicant's method does indeed satisfy the regulations or standards.</p> <p>b. Identify the portions of the LRA needing further clarification to complete the draft SE input. The specific questions, in the form of a request for additional information (RAI), that are derived from the evaluation provided by the NRC TM into the draft SE input and draft RAI and provide the revised draft SE input and draft RAI.</p>	<p>Draft SE input and draft RAI – Six weeks after completion of site visit.</p> <p>Revised draft SE input and draft RAI – One week after receipt of NRC comments.</p>
<p>5. <b>Conduct 2<sup>nd</sup> Site Visit:</b> Prepare for and participate in a meeting at UT facility to observe license renewal related equipment and materials and to discuss the RAI with the licensee staff and NRC staff.</p>	<p>2<sup>nd</sup> Site visit – expected to occur within two weeks after completion of Task 2.</p>
<p>6. <b>Prepare Final RAI:</b> Revise the RAI developed under Task 4 to incorporate NRC staff written comments reflecting clarification and decisions reached during the site visit(s).</p>	<p>Final RAI – One week after receipt of NRC comments.</p>
<p>7. <b>Review RAIs/Final SE Input:</b> Review and evaluate the licensee's response to the final RAI.</p> <p>a. Prepare second revision to draft SE input, incorporating information from the final RAI responses and any additional safety conclusions.</p> <p>b. Incorporate comments provided by the NRC TM into the second revision of the draft SE input and provide the final SE input.</p>	<p>Second Revision to Draft SE Input – Two weeks after receipt of RAI responses from licensee.</p> <p>Final SE Input – Two weeks after receipt of NRC comments.</p>

<p>Conduct a Third Site Visit (Optional Task)  A third site visit may be required, at the direction of the Project Officer, to obtain clarification of licensee responses to final RAIs</p>	<p>As directed by the Project Officer, expected to occur within six weeks of receiving final RAI responses. .</p>
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**5. RELATED SUPPORT**

Provide related support to NRC as necessary, to include but not limited to; responding to questions related to the final SE input report, attend follow up meetings or hearings with the NRC to discuss results of application review and assisting the NRC staff in the resolution of outstanding issues from those meetings. Related support shall not exceed 36 hours as specifically directed by the NRC Technical Monitor.

**8. LEVEL OF EFFORT**

The estimated level of effort in professional staff hours apportioned among the tasks by labor category. The level of effort (LOE) for the review of the UT facility license renewal is estimated to be 924 hours, apportioned among the tasks as shown below. The estimated LOE for this task order takes into consideration ERI's efficiency and knowledge gained from supporting the staff with RTR license renewal application reviews for Task Orders 1 and 2; and ERI's familiarity with the NRC's RTR license renewal review process. The estimated LOE includes the level of effort needed to support the meetings and travel specified in this SOW.

<b>Task 1: Participate in Kick Off Meeting</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	2	1	2
Subject Matter Expert	2	2	4
Administrative Support	0	0	0
<b>Total Estimated Hours</b>			<b>6</b>

<b>Task 2: Initial LRA Review and 1<sup>st</sup> Site Visit:</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	36	1	36
Subject Matter Expert	24	2	48
Administrative Support	4	1	4
<b>Total Estimated Hours</b>			<b>88</b>



<b>Task 3a: LRA Review Plan (draft):</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	16	1	16
Subject Matter Expert	12	2	24
Administrative Support	4	1	4
<b>Total Estimated Hours</b>			<b>44</b>

<b>Task 3b: LRA Review Plan (final version)</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	12	1	12
Subject Matter Expert	24	2	48
Administrative Support	4	1	4
<b>Total Estimated Hours</b>			<b>64</b>

<b>Task 4a: Draft Safety Evaluation (SE) Input</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	56	1	56
Subject Matter Expert	96	2	192
Administrative Support	40	1	40
<b>Total Estimated Hours</b>			<b>288</b>

<b>Task 4b: Request for Additional Information (RAI):</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	56	1	56
Subject Matter Expert	56	2	112
Administrative Support	0	0	0
<b>Total Estimated Hours</b>			<b>168</b>

<b>Task 5: Conduct 2<sup>nd</sup> Site Visit:</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	30	1	30
Subject Matter Expert	24	2	48
Administrative	0	0	0

Support			
<b>Total Estimated Hours</b>			78

<b>Task 6: Prepare Final RAI:</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	15	1	15
Subject Matter Expert	25	2	50
Administrative Support	11	1	11
<b>Total Estimated Hours</b>			76

<b>Task 7: Review RAIs/Final SE Input:</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	15	1	15
Subject Matter Expert	25	2	50
Administrative Support	11	1	11
<b>Total Estimated Hours</b>			76

<b>Related Support</b>			
<b>Labor Category</b>	<b>Estimated Hours Per Individual</b>	<b>Estimated Number of Individuals</b>	<b>Total Estimated Hours</b>
Facilitator	12	1	12
Subject Matter Expert	12	2	24
Administrative Support	0	0	0
<b>Total Estimated Hours</b>			36

TOTAL LEVEL OF EFFORT: 924 Professional Staff hours

9. **MEETINGS AND TRAVEL**

Two, Two Person – Three Day travel to the UT facility to discuss responses to Licensee responses and RAIs.

8. **PERIOD OF PERFORMANCE**

The period of performance is from day of award thru September 31, 2013.

9. **REPORTING REQUIREMENTS**

Monthly Letter Status Reports

ERI shall submit a Monthly Letter Status Report by the 15<sup>th</sup> of each month. The report shall provide the technical and financial status of the contract. This includes an itemization of hours spent by each labor category for each assigned task. ERI shall submit the report electronically to the following: NRC Project Officer, Tonya Russell at, [Tonya.Russel@nrc.gov](mailto:Tonya.Russel@nrc.gov); and the NRC Technical Monitors, A. Jason Lising at [Jason.Lising@nrc.gov](mailto:Jason.Lising@nrc.gov) as well as [Linh.Tran@nrc.gov](mailto:Linh.Tran@nrc.gov). A hard copy of the report shall be mailed to the NRC contracting officer. The format of this report is contained in Attachment 1.

The technical status section of the report shall contain a summary of the work performed under the Task order during the reporting period; milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with ERI's recommendations for resolution; and planned work for the next reporting period. The status shall include information on travel during the period (if any) to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total award amount and funds obligated to date; total costs incurred in the reporting period, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the Task Order.

#### Technical Reporting Requirements

NOTE: All reports are to be prepared in Microsoft Office Word 2007 or compatible format and submitted electronically to the Technical Monitors with a copy provided to the Project Manager. The transmittal letter and cover page shall contain the contract number, task order number, NRC technical assignment control (TAC) number, and the facility name and docket number, as appropriate, the job code number (JCN), and the title of the task order.

1. At the completion of Task 3, submit a review plan, draft and final as appropriate which shall include; the scope of the review, milestones to be completed and expected completion dates, any changes to the proposed staffing plan and resource loading data.
2. At the completion of Task 4, submit a revised draft SE input which contains the results of the preliminary evaluation with possible open items in a draft SE input report that contains the following: the applicable regulation requirements or standards, an assessment of the adequacy of the applicant's conformity to applicable regulation requirements, discussion of the applicant's method for satisfying the regulations or standards, and an analysis of whether the licensee's method conform to the applicable regulations and standards. If needed, submit a draft set of RAIs to solicit the information necessary to address the open items in the draft SE.
3. At the completion of Task 6, submit the revised RAI's, if necessary, which clearly articulates the basis for additional information.
4. At the completion of Task 7, submit Safety Evaluation input, revised and final as appropriate, which incorporates NRC staff's written comments reflecting clarifications and decisions reached.

#### **9. NRC FURNISHED MATERIALS**

The NRC TM will provide ERI with a copy of the license application and copies of replies to RAIs, if RAIs are needed, as they are received from the licensee.

#### **10. License Fee Recovery**

All work specified in this SOW is not subject to license fees

#### **11. ASSUMPTIONS AND UNDERSTANDINGS**

- 1) It is understood that the scope of the Related Support activity and the amount of hours to be used shall be agreed upon between the ERI Project Manager and the NRC TM and NRC Project Officer before starting the activity. The NRC Project Officer shall issue all work agreements with requirements advice from the TM and shall confirm the request, assistance due date, and estimated level of effort for the specific activity by email to ERI with a copy to the NRC Project Officer. Support shall not exceed 924 hours.
- 2) It is understood that the 3<sup>rd</sup> Site visit is an optional task and if required, will be directed by the Project Officer.

#### **ATTACHMENTS**

1. Sample Monthly Status Report
2. Quality Assurance Surveillance Plan



**C. Work Performed**

Work under this task order is XX percent complete.

**D. Problem/Resolution**

**E. Travel for This Period**

Name	Start Date	End Date	Destination

**F. Plans for Next Period**

**G. Staff Hour Summary**

Subtask	Staff Assigned	Hours Budgeted	Hours Expended	Task Status
1	XXXX			% Completed
	XXXX			
2	XXXX			% complete
	XXXX		0	

## Attachment 2

### Quality Assurance Surveillance Plan

Performance requirements will be identified in each individual task order. The table below summarizes the performance requirements, deliverables, acceptable standards, surveillance method, incentives and deductions that may be applicable to a task order.

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction
Review Plan	<p>Review plan covers all required tasks and contains all milestones that must be completed for the final SE input input to be accepted by the NRC.</p> <p>No spelling or grammatical errors.</p>	NRC TM will review the plan.	<p>Full Payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
Provide Draft SE Input	<p>Draft SE Input is in accordance with guidance provided by the NRC, includes all information requested in the SOW with placeholders as necessary, and incorporates all comments from the NRC TM.</p> <p>Thoroughly researched licensing action, regulatory requirements, and regulatory guidance before issuing RAI.</p> <p>No spelling or grammatical errors</p>	NRC TM will review the Draft SE Input.	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>
Provide RAI	<p>RAI will have direct correlation to safety related information and is appropriate for the level of review being conducted.</p> <p>No spelling or grammatical errors</p>	NRC TM will review the RAIs	<p>Items determined to be missing or incorrect will be corrected by the contractor.</p> <p>If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>

Performance Requirement and Deliverables	Standard	Method of Review	Incentives/Deduction
Provide Final SE Input	<p>SE Input is in accordance with the review guidance provided by the NRC, includes all information requested in the SOW and incorporates all comments by the NRC TM. Technical conclusions are properly supported.</p> <p>No spelling or grammatical errors.</p>	NRC TM will review the SE Input.	<p>Full payment for 100% compliance.</p> <p>Items determined to be missing or incorrect will be corrected by contractor. If not incorporated after initial identification by NRC, contractor will add/correct at its own expense.</p>



**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 invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Standard Forms:** Claims shall be submitted on the payee's letterhead, invoice/voucher, 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."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting vouchers/invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: [NRCPayments\\_NBCDenver@NBC.gov](mailto:NRCPayments_NBCDenver@NBC.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

**Purchase of Capital Property:** *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

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

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In

addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

**Billing of Costs 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 invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

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

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous 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. Invoice/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 (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, 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.

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

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

h. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.

i. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

n. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(2) Contractor-acquired property (\$50,000 or more). 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) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and 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.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

q. Grand Totals.

### 3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from \_\_\_\_\_ through \_\_\_\_\_.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
<b>(a)</b>	<b><u>Direct Costs</u></b>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
<b>(b)</b>	<b>Total Amount Billed</b>	\$ _____	\$ _____
<b>(c)</b>	<b>Adjustments (+/-)</b>	\$ _____	\$ _____
<b>(d)</b>	<b>Grand Total</b>	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

### SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

#### Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			\$4,800	1,760 hrs.

*Burdened labor rates must come directly from the contract.*

2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00 = \$1,100  
6 Pairs Electrostatic gloves @ \$150.00 = \$ 900  
\$2,000

4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

6) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

7) Subcontracting - \$30,000

Company A = \$10,000  
Company B = \$20,000  
\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed \$99,580  
Adjustments (+/-) - 0  
Grand Total \$99,580

#### 4. Definitions

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.