

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 9

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

BPA NO.

1. DATE OF ORDER June 21, 2012		2. CONTRACT NO. (if any) NRC-HQ-11-C-03-0058		6. SHIP TO:	
3. ORDER NO. T004		4. REQUISITION/REFERENCE NO. NRR-12-196		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 Naeem Iqbal Mail Stop OWFN 10-C15	
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 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.	
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782385166		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 20-11-4-151 J4646 BOC: 253A APPN: 31X0200.220 RFPA NRR-12-196 FAIMIS: 122691 \$28,569 DUNS: 007936842				10. REQUISITIONING OFFICE FSM	
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)	
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 "Preparation in Meetings and Workshops Related to the National Fire Protection Association (NFPA) Standard 805 Transition."</p> <p>Total task order ceiling: \$28,569</p> <p>The total obligated amount: \$28,569</p> <p>The Period of Performance is June 21, 2012 through September 30, 2012 (Accelerated Task Order Procedures used)</p> <p>Contracting Officer's Representative: Naeem Iqbal</p> <p>List of Attachments: Statement of Work</p> <p>DUNS: 007936842 NAISC: 541990 PSC: R499</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME Department of Interior / NBC NRCPayments@nbc.gov					
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue					
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		
SEE BILLING INSTRUCTIONS ON REVERSE					17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL \$28,569

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)
Valerie Whipple
Contracting Officer

TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITIONS ARE OBSOLETE

TEMPLATE ADM001

SUNSI REVIEW COMPLETE


JUL 31 2012


OPTIONAL FORM 37 (REV. 4/2006)
PREPARED BY GSA/FAR 48 CFR 53.213(f)

ADM002

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: July 16, 2012

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TASK ORDER TERMS AND CONDITIONS

A.1 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

The total estimated cost to the Government for full performance of this task order is **\$28,569**, of which the sum of **\$26,466** represents the estimated reimbursable costs, and of which **\$2,103** 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 **\$28,569**, of which the sum of **\$26,466** represents the estimated reimbursable costs, and of which **\$2,103** represents the fixed fee.

A.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

The period of performance of this order shall be June 21, 2012 through September 30, 2012. (Accelerated Task Order Procedures used)

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:

<u>Name</u>	<u>Position</u>
Dr. Todd Mintz	Project Manager
Dr. Robert Fosdick	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.

A.4 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows:

A.5 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications:
<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

A.6 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

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

A.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.8 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or

publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

A.9 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.10 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.

A.11 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

Statement of Work for Task Order 4
under Contract NRC-HQ-11-C-03-0058
(JCN J-4646)

Title: Participation in Meetings and Workshops Related to the National Fire Protection Association (NFPA) Standard 805 Transition

Project Officer: Naeem Iqbal, Naeem.Iqbal@nrc.gov; (301) 415-3346

TAC Number: ME6865

BACKGROUND

In August, 2011, the Fire Protection Branch of the Division of Risk Assessment, Office of Nuclear Reactor Regulation (NRR), put in place a task ordering contract with the Center for Nuclear Waste Regulatory Analysis (CNWRA) of Southwest Research Institute (SwRI) to obtain fire protection engineering technical assistance to support the staff's review of up to 28 non-pilot license amendment applications requesting transition to the NFPA 805 risk-informed, performance-based fire protection rule over the next four years.

On June 27, 2012 and again from July 16 to July 20, 2012, the staff, in conjunction with the Nuclear Energy Institute (NEI) and other interested stakeholders will be conducting meetings and workshops to discuss lesson-learned from the first group of NFPA 805 license amendment requests (LARs) which underwent safety reviews. Since the CNWRA/SwRI staff plays an integral role in these reviews, it is important that they attend these meetings and workshops along with the staff. Participation in these meetings will ensure that the CNWRA/SwRI staff stays abreast of the latest developments obtained from the review results and findings of the NFPA 805 risk-informed, performance-based fire protection LARs and the application of the NFPA 805 rule. These meetings will also provide the CNWRA/SwRI staff with additional information pertinent to the regulatory framework, schedules, references and reports associated with nuclear power plant fire protection program.

OBJECTIVE

The objective this task order is to have several CNWR/SwRI staff attend two scheduled meetings/workshop to be held in June and July, 2012 so they may gain the regulatory insights to independently and effectively evaluate the acceptability of the licensing actions and perform safety reviews, and to relate this information to their co-workers who are also participating in these review.

TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

This task requires up to four Subject Matter Experts (SME), assigned to perform NFPA 805 reviews under NRC Contract No. NRC-HQ-03-11-C-0047, on an intermittent, part-time basis, who are knowledgeable of nuclear power plant fire protection programs and have in-depth experience in fire modeling and fire hazard analysis; in-depth knowledge and experience in the design and operation of nuclear power plant fire protection systems; and, experience in the application of Appendix R compliance.

WORK REQUIREMENTS AND SCHEDULE

Tasks

Completion Schedule

- | | | |
|----|--|-------------------------|
| 1. | Prepare for and travel to Rockville, Maryland to participate in a one day public workshop with the NEI and interested stakeholder to discuss lesson-learned from the first group of NFPA 805 license amendment requests safety review. In preparation for the workshop, interact with NRC staff to identify issues and concerns related to fire modeling and fire protection programmatic review to be discussed in the workshop and prepare written material as may be appropriate for the workshop. Take notes as appropriate and prepare a trip report. | One week after workshop |
| 2. | Travel to Washington, DC Metro Area to participate in a five day workshop in the use of NUREG/CR-6850, "EPRI/NRC-RES Fire PRA Methodology for Nuclear Power Facilities. Take notes as appropriate and prepare a trip report. | One week after workshop |

LEVEL OF EFFORT

The estimated level of effort in professional staff hours apportioned among the tasks is as follows:

<u>Tasks</u>	<u>Level of Effort</u>
1.	16
2.	<u>120</u>
Total	136

PERIOD OF PERFORMANCE

The projected period of performance is two months from authorization of work.

DELIVERABLES

Technical Reporting Requirements

NOTE: All reports are to be submitted electronically using Microsoft Word (Font Arial regular 11 point) or compatible software program to the Project Officer.

- At the completion of Task 1, submit a trip report that contains a summary of the highlights of the workshop, a summary of the issues discussed with appropriate notation of comments from the NRC and the NEI/industry.
- At the completion of Task 2, submit a trip report that contains a summary of the highlights of the workshop, a summary of the issues discussed with appropriate notation of comments from the NRC and the industry and the status of the disposition of the issues.

MEETINGS AND TRAVEL

One one-person, one-day trip to NRC Headquarters in Rockville, Maryland.

One three-person, five-day trip to Washington DC Metro area.

NRC FURNISHED MATERIALS

None.

OTHER APPLICABLE INFORMATIONLicense Fee Recovery

The work specified in this statement of work is not licensee fee recoverable.

Assumptions and Understandings

The level of effort assumption for Task 1 is based on 4 hours for travel and 8 hours for attendance at the meeting and return travel 4 hours for a total of 16 hours.

The level of effort assumption for Task 2 is based on 40 hours (each person) for a total of 120 hours for attendance at the workshop.

It is understood that the technical reports required are "informal" in the sense that they do not require formal management review or technical editorial review.