

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

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

BPA NO.

1. DATE OF ORDER 06/10/2009		2. CONTRACT NO. (If any) NRC-02-06-021		6. SHIP TO:	
3. ORDER NO. T006		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Brenda DuBose, 301-492-3247	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center No. 3 Mail Stop TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Mail Stop: E-1-D2M	
				c. CITY Rockville	d. STATE MD
				e. ZIP CODE 20852	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE INC				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 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. Except for billing instructions on the reverse, this delivery/task 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 782385100		
9. ACCOUNTING AND APPROPRIATION DATA 950-15-333-217 J-5590 252A 31X0200 FFS: 5009R026 \$66,000				10. REQUISITIONING OFFICE NMS NMSS/PBPA/OB	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<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)	
a. INSPECTION Rockville, MD 20852		b. ACCEPTANCE Rockville, MD 20852		- 09/30/09	
				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>Contractor shall provide services in accordance with the attached Statement of Work entitled "Support for Review of AREVA NC Facility License Application."</p> <p>The total estimated (ceiling) is \$80,928 for the Basic work (Tasks 1, 2, and 3) with Optional work (Tasks 4 and 5) in the amount is \$29,978. The total ceiling if the optional work is exercised would be \$110,906. The obligated amount is \$66,000.</p> <p>Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.</p> <p>NRC TECHNICAL MONITOR: Breeda Reilly (301) 492-3110 NRC PROJECT OFFICER: Brenda DuBose 301-492-3247</p> <p>PERIOD OF PERFORMANCE: Date of Award - 09/30/2009 with option to extend the contract through September 30, 2010.</p> <p>DUNS: 007936842</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
	21. MAIL INVOICE TO:					\$80,928 Basic Work (h) TOTAL (Cont. pages)	
	a. NAME Department of Interior / NBC Attn: Fiscal Services Branch - D2770; NRCPayments@nbc.gov						
	b. STREET ADDRESS (or P.O. Box) 7301 W. Mansfield Avenue		c. CITY Denver CO 80235-2230		d. STATE CO	80235-2230	\$110,906 If all options exercised
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Valerie M. Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			

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SUNSI REVIEW COMPLETE

JUN 22 2009

OPTIONAL FORM 347 (REV. 3/2005)
PRESCRIBED BY GSA FPMR (41 CFR) 53.213(e)

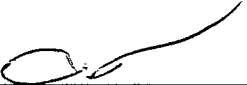
ADMOO2

List of Attachments

1. Statement of Work

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:



Name **R. B. Kalmbach** June 17, 2009
Date
Title **Executive Director, Contracts**

A. SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and program for their employees when operating company-owned, rented, or personally owned vehicles.

B. 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 **\$80,928** of which the sum of **\$75,027** represents the estimated reimbursable costs, and of which **\$5,902** 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 **\$66,000**, of which the sum of **\$61,111** represents the estimated reimbursable costs, and of which **\$4,889** represents the fixed fee.

C. PERIOD OF PERFORMANCE

The period of performance of this order shall be **Date of Award** through **September 30, 2009**. Should Options 4 and 5 be exercised, the period of performance will be extended through September 30, 2010.

D. 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.

E. 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

Position

[REDACTED]

[REDACTED]

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

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

STATEMENT OF WORK
Task Order #6

PROJECT TITLE: SUPPORT FOR REVIEW OF AREVA NC FACILITY
LICENSE APPLICATION

JOB CODE: J5590

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

NRC TECHNICAL MONITOR: Breeda Reilly (301) 492-3110

DCOKET NUMBER: 70-7015

PRE-APPLICATION
TAC NUMBER: L32707

1.0 BACKGROUND

In April 2007, AREVA NC (AREVA) notified the U.S. Nuclear Regulatory Commission (NRC) of its intent to file a license application for a gas centrifuge uranium enrichment facility in Bonneville County, Idaho, approximately 18 miles west of Idaho Falls, adjacent to Idaho National Laboratory (INEL). AREVA plans to call the facility the Eagle Rock Enrichment Facility. AREVA submitted an application for a capacity of 3 million Separative Work Units (SWU) in December 2008. Under Task Order 5, an Acceptance Review was conducted by the Center for Nuclear Waste Regulatory Analysis.

NRC staff will use 10 CFR Parts 40, 51, and 70 regulations as the basis for licensing the gas centrifuge uranium enrichment facilities. There will be mandatory formal hearings and there may be formal contested hearings conducted under 10 CFR Part 2, Subpart G. NRC must issue its license before any construction can begin. NRC staff will use NUREG-1520, "Standard Review Plan for the Review of a License Application for a Fuel Cycle Facility," as the basis for its review.

2.0 OBJECTIVE

The objective of this task is to provide further technical support to the NRC staff in reviewing and assessing the adequacy of the seismic, structural design, and tornado and high wind hazard evaluations performed by AREVA in support of its license application and environmental report. The focus of the reviews should be on license conditions and the commitments made by AREVA in its Safety Analysis Report (SAR) and Integrated Safety Analysis (ISA) Summary.

3.0 LEVEL OF EFFORT

The estimated total level of effort for the work ~~(Subtask 1, 2, and 3)~~ (i.e., Subtask 1 and 2) under the base period of performance of this task order is ~~0.27~~ 0.2 FTE.

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The estimated total level of effort for the work under the optional requirement (Subtask 4 and 5) (i.e. Subtask 3, 4, and 5) is 0.1 FTE.

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4.0 PERIOD OF PERFORMANCE

The period of performance for this effort for the base period shall be from date of award through September 30, 2009. For planning purposes, it is estimated that an award of this task order will be made on or before June 45, 2009. The Government may extend the term of this task order for a one-year period to allow for work under the optional requirement(s).

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The period of performance for the option period for exercising the optional requirement(s) is October 1, 2009 through September 30, 2010.

5.0 SCOPE OF WORK

The contractor shall review the seismic, structural design, and tornado and high wind analyses presented in the AREVA NC license application and environmental report to ensure consistency with NRC regulations, with state-of-the-art analysis methods, and with the conclusions drawn from the data.

Specifically, the contractor shall:

Subtask 1: In accordance with the requirements in 10 CFR Parts 40 and 70 and NUREG-1520, review the seismic, structural design, and tornado and high wind hazard analyses presented in the AREVA NC license application and environmental report. Verify the final design bases to be consistent with the commitments made in the SAR and the analyses performed in the ISA Summary. Prepare input for Requests for Additional Information (RAIs), as needed, to document areas where additional information from the applicant is required to complete the licensing review. Review the applicant's response to the RAIs.

Activity 1 Review Plan

In coordination with the Technical Project Manager (TPM) and/or the Region II inspectors, prepare a draft and final review plan to describe the seismic, structural design, and tornado and high wind hazard reviews to be performed. Discuss the criteria to be used in assessing the adequacy of the applicant's analysis in the review plan.

Activity 2 General Issues for Review Under the SAR and ISA

1. Have all significant issues related to defining the seismic, structural design, and tornado and high wind hazard areas been addressed in the application and environmental report?
2. Have Items Relied on for Safety (IROFS) boundary packages related to seismic, structural design, and tornado and high wind hazards been prepared consistently with the regulations and with AREVA's commitments in the Safety Analysis Report and supporting calculations in the Integrated Safety Analysis Summary?

3. For the seismic area, are the results consistent with the overall approaches defined in NRC regulations and with AREVA's commitments in the Safety Analysis Report and supporting calculations in the Integrated Safety Analysis Summary?

For the structural design area, are the results consistent with overall NRC approaches for evaluating:

- (a) loads and load combinations (i.e., are all applicable loads (e.g., seismic, tornado, wind, flood, explosion, thermal, gravity (dead and live)) included and are the load combinations appropriate;
- (b) codes and standards;
- (c) structural design approaches (e.g., elastic vs. inelastic, soil-structure interactions, etc.);
- (d) approaches to transform natural phenomena into loads;
- (e) aircraft hazards;

For the tornado and high wind hazard area, are the results consistent with the overall approach defined in NRC regulations, the AREVA Safety Analysis Report and supporting calculations in the Integrated Safety Analysis Report for: (a) mean and median hazard definitions (i.e., likelihood vs. magnitude); and (b) uncertainties.

4. Assist NRC staff in determining whether the performance requirements of the Integrated Safety Analysis in 10 CFR 70.61 and the baseline design criteria of 10 CFR 70.64 are met.
5. Are there any limitations in using the results of the applicant's and contractor's evaluations for the proposed site?

Activity 3 Meetings and Conference Calls

The contractor shall participate in meetings (Refer to Section 6.0 – Travel Requirements) and conference calls with NRC staff and the applicant to discuss the technical evaluations.

~~Subtask 2: Prepare draft input to the NRC's Safety Evaluation Report (SER) to document the review and analyses performed in the seismic, structural design, and tornado and high wind hazard areas. Prepare draft and final RAIs to the NRC's review of license application from AREVA NC. Review responses to RAIs to ensure that any modifications requested are designed to meet AREVA NC commitments in the SAR.~~

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~~Subtask 32: Assist NRC inspectors during on-site review to Marlborough, MA, AREVA Headquarters for the U.S. It is estimated that this travel will be required once during this period.~~

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(OPTIONAL REQUIREMENTS)

Subtask 3: Prepare draft input to the NRC's Safety Evaluation Report (SER) to document the review and analyses performed in the seismic, structural design, and tornado and high wind hazard areas. Prepare draft and final RAIs to the NRC's review of license application from AREVA NC. Review responses to RAIs to ensure that any modifications requested are designed to meet AREVA NC commitments in the SAR.

Subtask 4: In Fiscal Year 2010, the NRC may require the contractor to prepare a Final SER.

Subtask 5: Provide hearing support, as needed. Review the contentions admitted by the ASLB that are related to seismic, structural design, and tornado and high wind hazard issues at the proposed site of the AREVA facility 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 NRC 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. Provide testimony, as needed, for the mandatory hearing.

Should this work be required, a modification to exercise the requirement for this work and extend the period of performance to the task order will be issued by the NRC Contracting Officer.

6.0 TRAVEL REQUIREMENTS

During the period of performance of this task order, NRC anticipates one trip to Marlborough, MA, AREVA Headquarters for the U.S. This meeting is expected to last 2 days and will consist of 3 contractor staff. Two travel days are authorized in addition to the 2 day meeting.

7.0 NRC FURNISHED MATERIAL

The NRC TPM will provide copies of the following documents to the contractor:

- AREVA NC application and environmental report
- responses to NRC Requests for Additional Information
- applicable NRC regulations
- applicable guidance materials

8.0 CONTRACTOR ACQUIRED MATERIAL

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

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9.0 DELIVERABLES AND SCHEDULE

Deliverable	Completion Date
Deliverable 1: Prepare and provide Draft Review Plan in Letter Report Format (Ref: Subtask 1, Activity 1)	6 weeks after the task order is awarded given discussions with NRC staff and licensee begin immediately following the receipt of task order
NRC to provide comments to the contractor on the Draft Review Plan (Ref: Subtask 1, Activity 1)	2 weeks after receipt of the Draft Review Plan
Deliverable 2: Prepare and provide Final Review Plan (Ref: Subtask 1, Activity 1)	3 weeks after receipt of NRC comments on Draft Review Plan
Deliverable 3: Prepare draft and final input for Requests for Additional Information. (Ref: Subtask 2)	3 weeks after receipt of NRC comments to Final Review Plan
(OPTIONAL REQUIREMENT) Deliverable 4: Prepare draft input to the SER. (Ref: Subtask 2,3)	4 weeks after receipt of responses to RAI.
NRC to provide comments to the contractor on the Draft SER (Ref: Subtask 2,3)	4 weeks after receipt of the Draft SER.
(OPTIONAL REQUIREMENT) Deliverable 5: Prepare final input to the SER. (Ref: Subtask 2,4)	<u>To Be Determined.</u>
(OPTIONAL REQUIREMENT) Provide hearing support. (Ref: Subtask 5)	<u>As needed.</u>

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(Ref: Subtask 2)

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Any change(s) to the delivery schedule delineated under Section 9.0 – Deliverables and Schedule, must be approved and authorized, in writing, by the NRC Contracting Officer.

The NRC staff will review and provide comments to the contractor on the submitted draft reports and documents. Upon receipt of the comments, the contractor shall address each comment and revise the report, as needed, to address NRC input.

10. TECHNICAL DIRECTION

Breeda Reilly is designated as the NMSS TPM for this task order. Brenda J. DuBose is designated as the NRC PO. The NMSS TPM is responsible for providing technical guidance to the performing organization regarding staff interpretations of technical aspects of regulatory requirements along with relevant documents when requested by the performing organization. All work products must be reviewed and approved by the NMSS TPM before they are submitted as final documents. All technical direction given to the contractor by the NRC TPM must be consistent with the work scope and schedule. The NMSS 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. Directions, if any, for changes in scope of work, cost, or period of performance will be issued by the NRC Contracting Officer.

Deliverable 5: Prepare final input to the SER. (Ref: Subtask 2)	4 weeks after receipt of NRC comments to draft SER.
Deliverable 6: Hearing Briefs and Other ASLB Submittals, as needed (Ref: Subtask 4)	To be determined