

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 18

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

BPA NO.

1. DATE OF ORDER <b>6/30/2011</b>		2. CONTRACT NO. (If any) GS23F0110M		6 SHIP TO:	
3. ORDER NO. NRC-HQ-11-F-42-0002		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. NRO-11-252	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Matthew J. Bucher Mail Stop: TWB-01-B10M Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
				b. STREET ADDRESS Attn: Meghan Blair Mail Stop: Tp-P29 301-415-5242	
		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR ENERGY RESEARCH, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 6189 EXECUTIVE BLVD				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 ROCKVILLE		e. STATE MD	f. ZIP CODE 208523901		
9. ACCOUNTING AND APPROPRIATION DATA B&R#: 2011-25-17-4-118 JC:Q4251 B.O.C:252A APPN:31X0200 Obligates Funds: \$68,573.60 FSS Number: 112817-001 NACIS Code: 541330 DUNS Number: 621211259				10. REQUISITIONING OFFICE NRO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT N/A
<input checked="" type="checkbox"/> a. SMALL <input 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. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION NRC Headquarters		b. ACCEPTANCE NRC Headquarters		N/A	
		N/A		N/A	
16. DISCOUNT TERMS					
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)
	As a logical follow-on to NRC-42-07-468 task orders 2 and 3, the contractor shall provide technical assistance to support NRC staff in completing the independent evaluations of Level 2 and Level 3 PRAs, deterministic severe accident evaluation and SAMDA analyses for the EPR and US-QPWR DC applications. The work shall be performed in accordance with the attached Statement of Work.  The period of performance for this task order shall be 15 (fifteen) months from the date of award. This task order shall be a labor hours task order.  NRC Project Officer: Meghan Blair, 301-415-5242 Meghan.Blair@nrc.gov  Contractor P.O.C: Tracey Mullinix, 301-881-0866 ext. 206 tlm@eri-world.com  <div style="text-align: right; font-family: cursive;">                         Moh Paul Ruiz                          June 30, 2011                     </div>				See CONTINUATION Page	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:							17(i). GRAND TOTAL
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		

22. UNITED STATES OF AMERICA  
BY (Signature)

23. NAME (Typed)  
Matthew J. Bucher  
Contracting Officer  
TITLE: CONTRACTING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 5/2011)  
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

**TEMPLATE - ADM001**

**SUNSI REVIEW COMPLETE**

JUN 30 2011

**ADM002**

## PROJECT TITLE

The title of this project is as follows:

Technical Support and Review of Level 2 and Level 3 PRAs.

## BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this contract is to obtain technical assistance to support the NRC staff in completing the independent evaluations of the Level 2 and Level 3 PRAs, deterministic severe accident evaluations, and SAMDA analyses for the EPR and US-APWR DC applications.

## CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$253,482.12. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

## DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on date of award and will expire on 15 months from award. The term of this contract may be extended at the option of the Government for an additional 6 months.

## Cost/Pricing Schedule

### Fiscal Year 2011 Direct Labor Support

CLIN #	Description	Quantity	Unit	Rate	Total (Not-To-Exceed)
0001	Labor to complete the requirements as stated in the Statement of Work		Lot	N/A	\$80,250.30
0001aa	Executive		Hours		N/A
0001ab	Executive Engineer Scientist		Hours		N/A
0001ac	Sr. Engineer/Scientist		Hours		N/A
0001ab	Engineer/Scientist		Hours		N/A

**Fiscal Year 2012 Direct Labor Support**

CLIN #	Description	Quantity	Unit	Rate	Total (Not-To-Exceed)
0002	Labor to complete the requirements as stated in the Statement of Work		Lot	N/A	\$171,231.82
0002aa	Executive		Hours		N/A
0002ab	Executive Engineer Scientist		Hours		N/A
0002ac	Sr. Engineer/Scientist		Hours		N/A
0002ab	Engineer/Scientist		Hours		N/A

CLIN #	Description	Quantity	Unit	Rate	Total (Not-To-Exceed)
0003	Other Direct Costs Associated with requirements in the Statement of Work (copying, telephone, postage, courier charges)		Lot		

CLIN #	Description	Quantity	Unit	Rate	Total (Not-To-Exceed)
0004	Travel requirements as stated in section 6.0 of the Statement of Work		Lot		

**FSS RFQ INTRODUCTORY LANGUAGE**

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months after original expiration date.

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond \$68,573.60. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds

from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \$68,573.60, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## **2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

(a) The contracting officer's authorized representative (hereinafter referred to as the project officer) for this contract is:

Name: Meghan Blair

Address: 11545 Rockville Pike  
Rockville MD 20852  
Mail Stop: T9-F29  
Meghan.Blair@nrc.gov

Telephone Number: 301-415-5242

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

## **2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical

consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

## **2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) 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 before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and 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 Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(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.

## **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.

## **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.

### **AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUL 2007)**

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Project Officer, from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

### **PROHIBITION OF FUNDING TO ACORN (NOV 2009)**

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: [http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-02.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf)

### **REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)**

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

## **OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

## TASK ORDER STATEMENT OF WORK

### 1.0 BACKGROUND

Combined Operating License (COL) Applications are submitted pursuant to Part 52 of Title 10 of the *Code of Federal Regulations* (10 CFR 52), "Licenses, Certifications, and Approvals for Nuclear Power Plants." The U.S. Nuclear Regulatory Commission (NRC) reviews COL Applications based on information furnished by electric utility companies pursuant to 10 CFR 52.79, "Contents of Applications; Technical Information in Final Safety Analysis Report."

A Standard Review Plan, SRP, (NUREG-0800) is prepared for the guidance of staff reviewers in the Office of New Reactors in performing safety reviews of applications to construct or operate nuclear power plants and the review of applications to approve standard designs and sites for nuclear power plants. The principal purpose of the SRP is to assure the quality and uniformity of staff safety reviews.

An Environmental Safety Review Plan, ESRP, (NUREG-1555) is prepared for the guidance of staff reviewers in performing environmental reviews of applications related to nuclear power plants. The ESRPs are companions to regulatory guides that address siting and environmental issues. As with NUREG-0800 the purpose of the ESRP is to assure the quality and uniformity of environmental reviews.

The staff publishes the results of these reviews in a Safety Evaluation Report (SER).

## 2.0 OBJECTIVE

Since 2008, under earlier task orders whose legacy contract expires June 2011, contractor support and assistance were provided to the NRC staff in performing independent evaluations of the completeness and technical adequacy of the Level 2 and Level 3 probabilistic risk assessments (PRAs), deterministic severe accident evaluations, and severe accident mitigation design alternatives (SAMDA) analyses for the EPR and US-APWR designs certification (DC) applications. These evaluations were performed for the purpose of: (1) establishing that the technical quality of the Level 2 PRAs are sufficient to assure that the Commission's risk guidelines are satisfied; (2) developing insights into severe accident progression and phenomenology, containment performance, and important risk contributors and design features; and (3) identifying any structures systems or components (SSCs) that should be subject to additional regulatory controls (i.e., ITAAC or COL action items). This contractor support and assistance included:

- Performing confirmatory calculations and considering their results during both the preparation of requests for additional information (RAIs) and technical evaluation reports (TER).
- Documenting the evaluations and open items in draft TERs.
- Identifying additional information needed to resolve open items.
- Reviewing the responses from the applicants on all issues raised during the review of the Level 2 and 3 PRAs and deterministic severe accident evaluations, including new and revised analyses requested in response to RAIs.
- Identifying additional information needed to resolve remaining technical concerns and supporting further interactions with the applicants to ensure that the issues were well understood and to arrive at an acceptable path to resolution.
- Conducting preliminary reviews of SAMDA submittals provided in applicant's Environmental Reports to examine the completeness of design alternatives considered and the reasonableness of the analyses of risk reduction and costs for each candidate improvement.

The objective of this contract is to obtain technical assistance to support the NRC staff in completing the independent evaluations of the Level 2 and Level 3 PRAs, deterministic severe accident evaluations, and SAMDA analyses for the EPR and US-APWR DC applications. The scope of work includes providing technical support to NRC staff in the resolution of remaining open items associated with this subject area, including performing necessary confirmatory assessments and identifying additional information needed to resolve remaining technical concerns. The scope also includes updating the draft TERs for the PRAs, severe accident evaluations, and SAMDA analyses for the EPR and US-APWR designs to reflect the resolution of any previously identified open items/issues and overall conclusions of the reviews.

**3.0 WORK REQUIREMENTS, SCHEDULE AND DELIVERABLES**

Tasks/Standards	Scheduled Completion	Deliverables
<p>1. <b>REQUIREMENT:</b> The contractor shall provide technical support to NRC staff in the resolution of open items as related to the risk of severe accidents for the EPR DC application, including Level 2 PRAs, deterministic severe accident evaluations, and SAMDAs. This support may include further interactions with the DC applicant, as appropriate, to ensure that the issues are well understood and to arrive at an acceptable path to resolution. This effort may include confirmatory assessments; identification of additional information needed to resolve any remaining technical concerns or open items (which should be provided to the NRC in the form of RAIs for follow-up discussion with the DC applicant); and evaluation of the applicant's responses to additional RAIs.</p> <p>The contractor shall update the associated draft TERs for PRAs, severe accidents, and SAMDAs to reflect the resolution of any previously identified open items and issues, and overall conclusions of the reviews. The contractor shall incorporate NRC comments on the updated TERs and issue the documents as final TERs.</p> <p><b>STANDARD:</b></p> <ul style="list-style-type: none"> <li>• Additional or clarifying information needed to resolve identified issues or open items shall be provided to the NRC in the form of RAIs for transmittal to the DC applicant.</li> <li>• The final TERs will be in a format that can be incorporated into NRC staff SERs with minimal changes.</li> </ul>	<p>* 15 months after start of task</p>	<p>RAIs, if applicable, and Final Technical Evaluation Reports</p>

Tasks/Standards	Scheduled Completion	Deliverables
<p>2. <b>REQUIREMENT:</b> The contractor shall provide technical support to NRC staff in the resolution of open items as related to the risk of severe accidents for the US-APWR DC application, including Level 2 and 3 PRAs, deterministic severe accident evaluations, and SAMDAs. This support may include further interactions with the DC applicant, as appropriate, to ensure that the issues are well understood and to arrive at an acceptable path to resolution. This effort may include confirmatory assessments; identification of additional information needed to resolve any remaining technical concerns or open items (which should be provided to the NRC in the form of RAIs for follow-up discussion with the DC applicant); and evaluation of the applicant's responses to additional RAIs.</p> <p>The contractor shall update the associated draft TERs for PRAs, severe accidents, and SAMDAs to reflect the resolution of any previously identified open items and issues, and overall conclusions of the reviews. The contractor shall incorporate NRC comments on the updated TERs and issue the documents as final TERs.</p> <p><b>STANDARD:</b></p> <ul style="list-style-type: none"> <li>• Additional or clarifying information needed to resolve identified issues or open items shall be provided to the NRC in the form of RAIs for transmittal to the DC applicant.</li> <li>• The final TERs will be in a format that can be incorporated into NRC staff SERs with minimal changes.</li> </ul>	<p>* 15 months after start of task</p>	<p>RAIs, if applicable, and Final Technical Evaluation Reports</p>
<p>3. <b>REQUIREMENT:</b> Participate in technical meetings and conference calls between NRC staff and the DC applicants, as needed, concerning Level 2 and 3 PRAs, deterministic severe accident evaluations, and SAMDAs for the designs. As necessary, provide presentations to the Advisory Committee for Reactor Safeguards (ACRS), Commission, and industry groups, and/or support to the NRC staff in preparing such presentations.</p> <p><b>STANDARD:</b> Ensure presentation materials are reviewed and approved by NRC staff.</p>	<p>To be determined</p>	<p>Prepare presentation materials and attend meetings, if required</p>

\* These Work Schedules are subject to change by the NRC Contracting Officer (CO) to support the needs of the NRC Licensing Program Plan.

The NRC Technical Monitor (TM) may issue technical instruction from time to time throughout

the duration of this task order. Technical instructions must be within the general statement of work delineated in the contract and shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance.

Any modifications to the scope of work, cost or period of performance of this task order must be issued by the CO and will be coordinated with the NRO Project Officer.

#### **4.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**

The contractor shall provide individuals who have the required educational background and work experience to meet the objectives of the work specified in this contract. Specific qualifications for this effort include:

- (1) Development and peer review of Level 2 and 3 PRAs and deterministic severe accident evaluations, including treatment of internal and external events during at-power and shutdown conditions;
- (2) Light Water Reactor plant systems, including the design and functional performance of passive systems, containment systems, and severe accident features;
- (3) Thermal-hydraulic, severe accident progression, and offsite consequence analyses, including familiarity with the MAAP, MELCOR, CONTAIN, and MACCS2 computer codes;
- (4) Specialized techniques for treatment and quantification of severe accident phenomena (e.g., ROAM);
- (5) PRA quality standards and the use of PRA methodologies and results in commercial nuclear reactor applications; and
- (6) NRC regulations, technical specifications, and inspections related to commercial nuclear power plant operations.

The contractor shall provide a contractor project manager (PM) to oversee the effort and ensure the timely submittal of quality deliverables so that all information is accurate and complete.

The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this contract, including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful. The resume for each professional proposed to work under this contract (contractor, subcontractor, or consultant) shall describe the individual's experience in applying his or her area of engineering specialization to work in the proposed area. The use of particular personnel on this contract is subject to the NRC TM's approval. This includes any proposed changes to key personnel during the life of the task order.

#### **5.0 REPORTING REQUIREMENTS**

##### **Task Order Progress Report**

The contractor shall provide a bi-weekly progress report summarizing accomplishments, expenditures, contractor staff hours expended, percent completed for each task under this task order, and any problems encountered by the contractor. The report shall be sent via e-mail to

the NRC TM, Task Order Project Officer (PO) and CO.

### **Technical reporting requirements**

Unless otherwise specified above, the contractor shall provide all deliverables as draft products. The NRC TM will review all draft deliverables (and coordinate any internal NRC staff review, if needed) and provide comments back to the contractor. The contractor shall revise the draft deliverable based on the comments provided by the TM, and then deliver the final version of the deliverable. When mutually agreed upon between the contractor and the TM, the contractor may submit preliminary or partial drafts to help gauge the contractor's understanding of the particular work requirement.

The contractor shall provide the following deliverables in hard copy and electronic formats. The electronic format shall be provided in MS Word or other word processing software approved by the TM. For each deliverable, the contractor shall provide one hard copy and electronic copy to both the PM and the TM. The schedule for deliverables shall be contained in the approved project plan for the task order effort.

In all correspondence, include identifying information: JCN No.: Q-4xxx; Technical Assignment Control No. (TAC), RX0xxx(EPR) and RX0xxx(APWR); Contract NO.: NRC 41-11-xxx; and the applicant.

1. In Task 1, submit a description of any additional information needed to resolve remaining issues, technical concerns, or open items in the form of RAIs for transmittal to the EPR DC applicant. At the completion of Task 1, submit updated TERs for Level 2 PRA, deterministic severe accident evaluations, and SAMDAs that document the results of the review, the resolution of any previously identified open items, and the overall conclusions of the reviews. Incorporate NRC comments on the updated TERs and issue the documents as final TERs.
2. In Task 2, submit a description of any additional information needed to resolve remaining issues, technical concerns, or open items in the form of RAIs for transmittal to the US-APWR DC applicant. At the completion of Task 2, submit updated TERs for Level 2 and 3 PRA, deterministic severe accident evaluations, and SAMDAs that document the results of the review, the resolution of any previously identified open items, and the overall conclusions of the reviews. Incorporate NRC comments on the updated TERs and issue the documents as final TERs.

### **6.0 MEETINGS AND TRAVEL**

The following meeting and travel requirements are anticipated for planning purposes:

1. Six, two-person, one-day trips to NRC Headquarters in Rockville, Maryland to meet with the staff of the NRC and/or subject DC applicants to discuss the results of the evaluations, and to prepare or provide presentations to the ACRS, Commission and industry groups.\*

Additional travel will be coordinated with the NRC TM as the need for such travel is identified to ensure it supports the timely completion of work.

\*At the discretion of the NRC TM, meetings may be conducted via telephone or video conference.

**7.0 NRC FURNISHED MATERIAL**

The following NRC furnished materials will be provided to the contractor together with the SOW to facilitate successful completion of this project:

- Level 2 and 3 PRAs, deterministic severe accident evaluations, and SAMDA submittals for the EPR and US-APWR DC applications.

**8.0 LEVEL OF EFFORT**

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

<b>Task(s)</b>	<b>Labor Category</b>	<b>Level of Effort FY-11 (hours)</b>	<b>Level of Effort FY-12 (hours)</b>
1	Level 2 and 3 PRA, severe accident, and SAMDA experts and analysts	140	272
2	Level 2 and 3 PRA, severe accident, and SAMDA experts and analysts	210	408
3	Level 2 and 3 PRA, severe accident, and SAMDA experts and analysts	20	40
Tasks 1-3	Project Manager	200	380
<b>Total</b>		570	1100

**9.0 PERIOD OF PERFORMANCE**

The projected period of performance is 15 months from date of award.

## 10.0. OTHER APPLICABLE INFORMATION

### a. License Fee Recovery:

All work under this contract is fee recoverable and must be charged to the appropriate TAC number(s).

### b. Assumptions and Understandings:

It is assumed that the contractor has access to the NRC furnished material available on the Internet.

It is understood that the scope of the review consists of conference calls with the NRC staff, and with the NRC staff and the subject DC applicants, to discuss open items in an attempt to obtain additional information or reach resolution.

The primary deliverables, or outputs of this regulatory review, shall be the TERs. The TERs will serve as input to the NRC staff's SERs, which will document the NRC's technical, safety, and legal basis for approving the EPR and US-APWR DC applications. The TERs must provide sufficient information to adequately explain the NRC staff's rationale for why there is *reasonable assurance* that public health and safety is protected. The TERs, and ultimately the SERs, should be written in a manner whereby a person with a technical (non-nuclear) background and unfamiliar with the applicant's request could understand the basis for the staff's conclusions.