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CONTINUATION PAGE

In accordance with the Terms and Conditions, TASK ORDER PROCEDURES, of the subject contract, Task Order No. 4 is definitized. The effort shall be performed in accordance with the attached Statement of Work.

A.1 FSS-BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA NRC-HQ-11-A-42-0028 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS10F0124J.

A.2 CONSIDERATION AND OBLIGATION (JUN 1988)

- (a) The total estimated cost to the Government for full performance under this contract is \$360,211.00
- (b) The amount obligated by the Government with respect to this Task Order is \$40,000.50. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the Task Order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated amount specified above is done so at the Contractor's sole risk.

A.3 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on date of award and will expire on 10/31/2013 with one option year period from 11/01/2013 – 10/31/2014 for a total Cost of \$123,817.00.

A.4 CONTRACTOR ACCEPTANCE OF TASK ORDER 4

This issuance of this work order does not amend any terms or conditions of the delivery order under the GSA FSS Contract. Acceptance of Task Order No. 4 shall be made by having an official, authorized to bind your organization, execute two copies of this documents in the space provided and return one copy to the Contract Specialist. Retain the other copy for your records.

Accepted Task Order No. 4

Signature

(CLOTOR Title

- 27- 2012

Date

Page 2

Statement of Work Q4273 Task order NRC-T004 (J4780-NRR)

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) was created by enactment of the Energy Reorganization Act of 1974, as an independent agency of the Federal Government. The NRC is responsible, in part, for the protection of public health and safety, common defense and security, and the environment in the civilian use of nuclear power and nuclear materials. In the pursuit of this mission, the NRC promulgates rules, which impose regulatory requirements on the nuclear industry to maintain safety of the licensed facilities and materials.

There are three major program offices at the NRC that are responsible for promulgating rules: the Office of Nuclear Reactor Regulation (NRR), the Office of New Reactors (NRO), and the Office of Federal and State Materials and Environmental Management Programs (FSME). NRR is responsible for the licensing and regulatory oversight of nuclear power reactors, non-power research reactors, and utilization facilities. FSME is responsible for developing, implementing, and overseeing the regulatory framework for industrial, commercial, and medical uses of radioactive materials, uranium recovery activities and the decommissioning of previously operating nuclear facilities and power plants. NRO is responsible for leading and managing the activities associated with the licensing of new nuclear power plants (NPPs), including planning and scheduling, infrastructure development, environmental and safety reviews and project management of new reactor activities in support of licensing, oversight, and rulemaking programs for new reactors.

Each of these three major program offices is responsible for managing and supporting the promulgation of rules for those licensees and applicants it regulates, including rules supported by other program and support offices such as the Office of Nuclear Security and Incident Response (NSIR). The NRC publishes approximately 50 rulemaking actions each year and expects its rulemaking program to remain steady over the next several years. The NRC requires technical assistance to support these rulemaking actions. NRC rulemaking technical support activities include, but are not limited to: the development of responses to petitions for rulemaking; development of rulemaking plans; evaluation and analyses of rulemaking options, considerations, and history; review, resolution, and documentation of staff and public comments: performance of regulatory analyses: preparation of environmental assessment and impact statements; analysis of the information collection burden; preparation of draft and final regulatory analysis guidance documents; and editorial and clerical assistance in the preparation of proposed and final rules. The development of NRC regulations is a process, which must follow certain procedures and often requires a significant amount of supporting analysis. Public comments on proposed rules, advance notices of proposed rulemakings, and petitions for rulemaking must be thoroughly and objectively analyzed.

2.0 OBJECTIVE

The objective of this task order is to assist in developing the regulatory basis for an amendment to the station blackout rule (10 CFR 50.63) to incorporate requirements imposed by Order EA-12-049, "Order Modifying Licenses with Regard to Requirements for Mitigation Strategies for Beyond-Design-Basis External Events." Tasks include defining the scope of the rulemaking and developing a cost benefit analysis through the regulatory analysis of rulemaking activities.

3.0 WORK REQUIREMENTS, SCHEDULE AND DELIVERABLES

Tasks/Standards	Scheduled Completion	Deliverables
 Prepare for and attend kick off meeting Utilize and follow, as applicable, NRC Management Directives and Office Instructions (e.g., LIC 300), as provided by the TM, to review the Recommendations for Enhancing Reactor Safety in the 21st Century: The Near-Term Task Force Review of Insights from the Fukushima Dai-Ichi Accident report (NTTF report) recommendations, Order EA-12-049, "Issuance of Order to Modify Licenses with Regard to Requirements for Mitigation Strategies for Beyond-Design-Basis External Events" (ML12054A736-pkg), interim staff guidance JLD-ISG-2012-01 (latest version), NEI 12-06, latest revision, "Diverse and Flexible Coping Strategies (FLEX) Implementation Guide, the published advance notice of proposed rulemaking (77 FR 16175), and relevant government regulations, guidance, policies, and industry initiatives in order to recommend rulemaking changes for SBO mitigating strategies. Perform applicable research, surveys, assessments, and evaluations regarding proposed amendments for SBO mitigating strategies. 	One week after contract award	 a) Detailed meeting notes submitted in a technical letter report. b) Travel, support, and participation at internal NRC project meeting (plan for one 2-person meeting).

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Tasks/Standards	Scheduled Completion	Deliverables
 Support for Rulemaking Planning Perform research and evaluation of the advanced notice of proposed rulemaking (ANPR). Draft proposed recommendations, pros, cons, and evaluations for amendments for SBO mitigating strategies. Prepare a clear explanation why other regulatory alternatives to rulemaking cannot resolve the issue, including consideration of any existing industry initiatives or voluntary actions. This task Includes consideration of public comments received in response to the SBO ANPR. STANDARD: Expert utilization of NRC regulations, guidance (internal and external) and other related documents. Deliverable includes a clear explanation why other regulatory alternatives to rulemaking cannot resolve the issue 	Deliver draft within 10 business days after contract award	Technical evaluation report itemizing analysis, pros, cons, and recommendations for the TM-provided technical issues (draft, staff comment resolution, and final, each effort).
 Develop draft regulatory basis, draft regulatory analysis/backfit analysis, and, if necessary, draft regulatory guide a) Draft Regulatory basis b) Draft Regulatory Analysis/Backfit Analysis (RA/BA) c) Draft Regulatory Guide, if necessary d) Incorporate NRC staff comments and prepare a second draft of subtasks a) through c) e) Prepare for and travel to NRC Headquarters for a review meeting STANDARD: Draft rulemaking and SOC with detail and technical justification comparable to that provided in other rulemakings (e.g. 10 CFR 50.63 as amended by 53 FR 23215, June 21, 1988, 63 FR 50480, Sept. 22, 1998; and 72 FR 49501, Aug. 28, 2007). Deliverables prepared in accordance with NRR office instruction LIC-300 (current revision). 	 a) Draft regulatory basis and, if necessary, draft regulatory guide due 4 weeks after task 2 b) Draft RA/BA due 12 weeks after completion of task 3a c) Draft Reg. Guide due 4 weeks after completion of task 3b (if directed by TM) d) second draft of subtasks a-b (or c if directed) due 4 weeks after receipt of NRC comments 	 a) Technical evaluation report(s) providing regulatory basis, draft regulatory analysis/backfit analysis, and, if necessary, draft regulatory guide. b) Travel, support, and participation at internal NRC project meetings (plan for two 2-person meetings).

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Tasks/Standards	Scheduled Completion	Deliverables
 4. Support public meetings for proposed rulemaking by providing, as directed: a) Prepare for and travel to NRC-HQ to participate with NRC staff during an ACRS meeting on the proposed rulemaking and prepare a travel report b) Prepare for and travel to NRC-HQ to participate with NRC staff for a public meeting to discuss the proposed rulemaking STANDARD: Deliverable developed from the combination and integration of contractor and NRC staff notes taken during the public meetings written at a college-level understanding. Deliverable prepared in accordance with TM-provided guidance. 	 a) Document detailed meeting notes, due 3 working days after meeting (ACRS meeting in October or November 2012 timeframe and public meeting in November 2012) b) Draft responses to comments and questions raised at the meeting, due 10 calendar days after meeting or directed by TM 	 a) Detailed meeting notes submitted in a technical letter report. b) Research and draft responses to comments and questions. Document and submit in a technical letter report. c) Travel, support, and participation at public meetings (plan for three 2- person meetings).
 Provide input into section-by-section analysis of the Federal Register Notice for the proposed rule STANDARD: Draft the section-by-section analysis with detail and technical justification comparable to that provided in other rulemakings (e.g. 10 CFR 50.63) and consistent with other Station Blackout proposed rule supporting documents. 	Input on section- by-section analysis due January 31, 2013	Technical evaluation report with suggested changes to section-by-section analysis provided by NRC

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Tasks/Standards	Scheduled Completion	Deliverables
 Develop a comment resolution matrix for and propose responses to public comments on proposed rule. Bin and matrix public comments to effectuate effective staff response. Integrate all public comments into a single package. STANDARD: Integrate public comments into a single package. Bin, matrix, number, and title public comments and draft NRC-staff responses, to effectuate staff responses in accordance with TM-provided guidance. Database software use is pre-approved by COR 	Provide draft input for responses to public comments within 30 calendar days of receiving last comment / question from NRC. Deliverable due date is October 31, 2013	 a) Comment resolution matrix that bins the names of the public commenter's, comments, questions, dates submitted in a technical evaluation report. b) Proposed NRC-staff draft answers or resolution responses (draft, staff comment resolution submitted in a technical evaluation report. c) Travel, support, and participation at an internal NRC project meeting (plan for one 2-person meeting)
Optional Task	Scheduled Completion	Deliverables
 7. Develop final regulatory analysis/backfit analysis and, if necessary, draft regulatory guide a) Draft Regulatory Analysis/Backfit Analysis (RA/BA) b) Draft Regulatory Guide, if necessary c) Incorporate NRC staff comments and prepare a second draft STANDARD: Prepare draft final documents that are reasonably equivalent to and developed from comparable NRC analyses based on above references, in accordance with TM-provided guidance, and which resolves all NRCprovided comments and is publication ready. 	a) Draft final RA/BA and regulatory guide, if prepared, due Dec. 31, 2013	 a) Technical evaluation report providing draft final regulatory analysis/backfit analysis and, if necessary, draft final regulatory guide. b) Travel, support, and participation at internal NRC project meetings (plan for one 2-person meeting).

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Tasks/Standards	Scheduled Completion	Deliverables
 8. Support public meetings for the final rulemaking by providing, as directed: a) Prepare for and travel to NRC-HQ to participate with NRC staff during an ACRS meeting on the proposed final rulemaking and prepare a travel report b) Prepare for and travel to NRC-HQ to participate with NRC staff for at least one public meeting to discuss the proposed final rulemaking STANDARD: Deliverable developed from the combination and integration of contractor and NRC staff notes taken during the public meetings written at a college-level understanding. Deliverable prepared in accordance with TM-provided guidance. 	 a) Document detailed meeting notes, due 3 working days after meeting (ACRS meeting in October or November 2013 timeframe and the public meeting(s) is held between May 2013 and November 2013) b) Draft responses to comments and questions raised at the meeting, due 10 calendar days after meeting or directed by TM 	 a) Detailed meeting notes submitted in a technical letter report. b) Research and draft responses to comments and questions. Document and submit in a technical letter report. c) Travel, support, and participation at public meetings (plan for two 2-person meetings).
 Provide input into section-by-section analysis of the Federal Register Notice for the final rule STANDARD: Prepare the section-by-section analysis with detail and technical justification comparable to that provided in other rulemakings (e.g. 10 CFR 50.63) and consistent with other Station Blackout final rule supporting documents. 	Input on section- by-section analysis due January 31, 2014	Technical evaluation report with suggested changes to section-by-section analysis provided by NRC

The Technical Monitor 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 task order 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. The contractor shall refer to Section A.18 of the base contract for further information and guidance on any technical directions issued under this task order.

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 with at least five years of technical experience in the following areas:

- Station blackout rule expertise
- Cost-benefits assessment
- Regulatory and backfit analyses
- NRC rulemaking support activities
- OMB clearance requirements
- Quantitative / statistical data analyses

The contractor shall provide a contractor project manager (PM) to manage the effort and ensure the timely submittal of quality deliverables so that all information is accurate and complete as defined in the base contract. The assigned PM shall not be the contractor's lead SBO rule technical expert.

The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this task order, 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 task order (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 technical monitor's (TM's) approval. This includes any proposed changes to key personnel during the life of the task order.

5.0 REPORTING REQUIREMENTS

Monthly Letter Status Report

The contractor shall provide a monthly letter status 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 electronically (by e-mail) to the NRC Task Order TM, NRC Contract TM, Project Officer (PO) and CO by the 15th of the month following the period reported.

Please refer to Attachment 8, Section 6.1 of the basic contract award document for contract reporting requirements.

Technical Report Requirements

As detailed above, and unless otherwise directed, 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 a revised version of the deliverable which can be the final version. 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. More than one round of drafts may be needed if the contractor does not successfully incorporate the TM's comments on the previous draft.

The contractor shall provide the following deliverables in both hard copy and electronic formats unless directed by the TM. The electronic format shall be provided using a Microsoft-based product (e.g., Outlook, Word, Excel, Access, PowerPoint) unless specifically approved by the TM. All deliverables should be in the format of draft version, revision version with redline/strikeout with a change-control appendix, and a revised version which can be the final version. Contractor shall maintain appropriate revision control in an electronic format.

For each "final" deliverable (e.g., preliminary, draft, or final) that accomplishes a specific or portion of a subtask activity, the contractor shall provide an electronic copy to both the PM and the TM with notification of delivery to the PO. The contractor shall explicitly state in its submittal that the product provided is the deliverable for Task/Subtask xx, as further described below. The schedule for deliverables shall be contained in the approved project plan for the task order effort.

Contractor shall develop (as necessary), maintain, and control data, files, information, and deliverables pursuant to this contract consistent with federal law, instructions, and guidelines to protect and prevent unauthorized release of privacy, medical, security-related information, and other sensitive information. Contractor data, files, information, instructions, IT script and code, and deliverables conducted or subject to this task order shall be maintained in such a format to facilitate contract close out, delivery to NRC, and execution/implementation by the NRC. Use of so-called "cloud" IT systems, maintained or controlled by a 3rd party, for primary databases is not authorized unless approved by the TM.

Databases, both numerical and written, files, information, and deliverables shall be electronically backed up periodically to an alternate and independent storage location to preserve integrity and ensure retrievability. This backup storage system and database location shall have equivalent or better process and IT protocols and security as the primary database system.

Contractor shall not conduct third-party communications or release any information pursuant to this task order to persons other than the NRC staff unless specifically approved by the TM.

In all correspondence, include identifying information:

JCN No.:	J4780-NRR
Task Order No.:	
Task/Standard No.:	These are the paragraph numbers in Section 3.0
Task Description:	Provide the task title listed in Section 3.0.

6.0 MEETINGS AND TRAVEL

		Number of	Number of	
Task(s)	Activity	<u>Meetings</u>	Persons/Meeting	Location
1	Kickoff	1	2	NRC or Contractor
3&7	Regulatory Basis/RA/BA	A 3	2	NRC
4 & 8	Public meeting support	5	2	NRC
6	Public comment resoluti	ion 1	2	NRC

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For meetings and travel, as directed by the TM:

- a) Duration, distance, and attendance may be modified based on required contractor support.
- b) The number of meetings may increase or decrease based on subtask work load.
- c) Meetings may be conducted via telephone or video conference.
- d) Contractor travel to NRC HQ should be planned as follows: Metro rapid transit from Washington, DC, to White Flint Station or privately-owned vehicle from ICF International, Falls Church, VA to NRC HQ.

7.0 NRC FURNISHED MATERIAL

The NRC will furnish documents and information not readily available to the contractor.

NRC will work to provide TM-approved contractor personnel with the following access:

- a) Special access to Agencywide Documents Access and Management System (ADAMS);
- b) Access to NRC-required training for contractors;
- c) Unescorted access to NRC HQ facilities; and
- d) Access to NRC email.

8.0 LEVEL OF EFFORT

The estimated level of effort in professional-staff days (where one staff day is 8 hours within a 24-hour period) apportioned among the tasks and by labor category is detailed below to assist in project management and planning. Also assume the indicated level of effort and percent (%) effort percentages for the identified labor category. Level of Effort information for subtasks shall not be used during project implementation as cost floors or ceilings unless specified by the TM.

		FY-13	FY'14 (Optional)
Effort in days		97	286
Effort in hours		· 778	2287
	Тс	383	
	Total in Work Hours		

9.0 PERIOD OF PERFORMANCE

The projected period of performance is date of task order award through October 31, 2013 with one option year.

10.0. OTHER APPLICABLE INFORMATION

a) License Fee Recovery

All work under this task order is not fee recoverable.

b) Assumptions and Understandings:

The level of effort for Tasks 1, 2, and 3 is based on the assumption that the contractor maintains persons assigned to these tasks with:

- ability to communicate effectively at a college level;
- technical expertise with the requirements of 10 CFR Part 50.63;
- familiar with the Administrative Procedures Act; and
- familiar with NRC procedures and guidance on the conduct of rulemaking.

This task order will require periodic conference calls and meetings with the NRC staff to discuss issues requiring resolution and attending meetings with the public. As such, the contractor staff will be considered a contracted representative of the NRC and will be held to the same high standards incumbent upon NRC employees. Therefore, the contractor staff shall be professional and courteous with NRC staff, industry representatives, and members of the public.

Unless specifically directed by the TM, contractor staff shall not write or discuss with any non-NRC representative any action, decision, or direction conducted pursuant to this task order. In the conduct of meetings with non-NRC staff, contractor shall represent NRC positions, policies, and conclusions, unless specifically asked or tasked by the TM. Should the contractor staff identify or offer differing opinions or technical positions, the contractor shall discuss (and if necessary document) these issues with the TM as soon as practicable.

For travelers pursuant to this task order, the contractor's recommended person(s) for travel shall be approved by the TM. The selected traveler(s) shall provide information necessary to achieve access to the subject facility or location; this information will include necessary personally-identifiable information. Should reasonable accommodation (RA) be necessary or personnel medical or physical conditions warrant special consideration, the contractor shall inform the TM of the RA for planning and coordination purposes.

All travel conducted pursuant to this task order is billable to this task order. Billable travel includes: transportation, hotel, and hours in a travel mode (e.g., moving from point A to point B); per diem for meals is not included. All travel shall be efficiently conducted (e.g., ride sharing, couch seating, and within Federal per diem rates) and coordinated with NRC staff to reduce travel costs. The contractor may and should recommend changes to the task order travel descriptions to enhance the effectiveness of task order execution; changes are subject to TM approval. On occasion for special circumstances (such as contractor staff turn-over and knowledge management), the TM may need to implement changes to the travel tasks, these changes will be coordinated with the contractor and travel-cost-sharing may be implemented subject to approval and documentation by both the TM and contractor.

The contractor shall recommend to the TM contractor staff desiring special access to the NRC's ADAMS, unescorted access to NRC HQ facilities, and access to NRC email. These persons shall provide all information necessary to enable access and shall successfully and timely complete NRC-required training for contractors. The TM will establish due dates for completion of assigned training. Contractor-recommended staff desiring information and building access is subject to TM approval.

The contractor shall timely inform the TM should any contractor person with badged access to NRC facilities or special access NRC IT infrastructure, have any arrest, detained under the authority of law, or have other substantial legal or criminal matters which could cause concerns regarding the individual's access to NRC facilities or infrastructure as described in the previous paragraph. The contractor shall provide enough information to enable the NRC to make a determination of continued access.

It is assumed that the contractor has access to the NRC's website and that reference documents information can be read or obtained. Contractor shall inform the TM if contractor does not have access to a particular document, instruction, or guidance; the TM will endeavor to provide said document to the contractor. If contractor identifies a document requiring a fee for access, and desires the NRC to pay the fee, the contractor shall discuss this need with the TM.

The primary deliverables detailed in this task order are necessary for successful rulemaking. These deliverables will serve as important inputs to the NRC staff's technical and regulatory reviews and justifications necessary to recommend amendment of the Commission's regulations. As a result, the deliverables must accurately and sufficiently document the technical, safety, and legal basis for the proposed actions. Sufficient and verifiable references shall be made and documented. Should significantly opposing views, studies, and concerns be identified, these shall be timely communicated to the TM and documented as directed. The deliverables must also sufficiently explain the NRC staff's rationale (such as that described in a Statements of Consideration) for why there is *reasonable assurance* that public health and safety is protected and that the common defense and security is maintained. As stated in the particular tasks, deliverables shall be written at a college-level understanding to accurately represent the technical issues, evaluations, conclusions, and legal considerations associated with the proposed action or issue; however, summary information shall also be provided to effectively inform a member of the general public of the issue and staff-proposed action(s).