			ORDER F	OR SUPPI	LIES OR S	ERVICES	S	·			PAGE O	F PAGES
IMPORTANT:	Mark all pack	ages and papers with	contract and/or order number	 s.	BP	A NO.					1	14
1. DATE OF ORDER SEP 1 7 2013 2. CONTRACT NO. (If any) NRC-HQ-12-C-42-0093			6. SHIP TO:									
3. ORDER NO		MODIFICATION N	D. 4. REQUISITION/REFERE	NCE NO.		a. NAME OF		egulatory	Commissi	0.0		
NRC-HQ	-13-T-42-	0006	NRO-13-222 FS: Dated 7/29/13	5#133164		b. STREET A		garacory				
U.S. N Div. o	uclear Re f Contrac	correspondence to) gulatory Commets -Henderson, 3	nission	····································						·   · · · · · · · · · · · · · · · · · ·		
Mail S	top: TWFN gton, DC	I-05C79				<u> </u>				555 		
a.NAME OF C	ONTRACTOR		7. TO: DUNS: 1079	28806 DUNS	S+4:	f. SHIP VIA						
		TEMS LABORATO		20000				8. T	YPE OF ORDE	R		
b. COMPANY	NAME		<u> </u>						b. DELIVE		te reverse, this	
c. STREET AD	DDRESS BARNES CA	NYON RD				Please furnish the following on the terms and delivery order is conditions specified on both sides of this order contained on this and on the attached sheet, if any, including issued subject to			ntained on this s	ide only of this ie terms and co	form and is	
d. CITY SAN DI	EGO		e. STATE CA	f. ZIP COI 92121		delivery as in					ered contract.	
B&R: 2 NAICIS	013-25-1	PSC:R425 DUNS	Q4014 BOC: 252A :107928806 FAIMS:		X0200	10. REQUISI	TIONING OFFIC	CE NRO				
11. BUSINESS a. SMAL		ON (Check appropriate b. OTHER THAN SMAL		SED d	WOMEN-OWNER		e. HUBZone			D.B. POINT estinatio	on	
	ICE-DISABLED AN-OWNED	ELIO	VOMEN-OWNED SMALL BUSI GIBLE UNDER THE WOSB PR		h. EDWOSB							·
- NICOTOTIO		13. PLACE			14. GOVERNME	ENT B/L NO.		R TO F.O.B. POI R BEFORE (Date)		16, DISCO	UNT TERMS	
a. INSPECTION	dquarters		ACCEPTANCE NRC Headquarters	, <del>,,,,,</del>	N/A					N/A		
				17. SCHEDU	ULE (See reverse f	or Rejections)		T				
ITEM NO. (a)			SUPPLIES OR SERVICE (b)	:s 			OUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUN (f)	ıτ	QUANTITY ACCEPTED (g)
	procure Subsequ Seismic Compone accorda Total C Reimbur Total E Total C Period ISL P.C NRC P.C	etechnical astent Combined to Design of Stants (SRP 3.7) ance with the obligations American Division Marican Division Mar	:: \$177,310.75 ee: Date of award :nik: 301-255-227/ .aros: 301-415-36' ally signed by William Arcieri n-William Arcieri, o, ou, =bibliagis/incom, c=US 2013.09.17.1634:16-04'00'	ew of Turk (SCOL) A (	ey Point pplication nt and rmed in .	for			NTINUATI	ON Page		
		18. SHIPPING POINT		19. GROSS SHIPI	PING WEIGHT		20. INVOIC	CE NO.				
				21. MAIL INVOICE	E TO:							17(h) TOTAL
INSTRU	ILLING ICTIONS ON	NRCPaymen	latory Commission									(Cont. pages)
	ERSE	b. STREET ADDRESS 11555 Roc Mailstop c.CITY	(or P.O. Box) kville Pike(One W O3-E17A	hite Flint		PHONE: FAX:	e. ZIP COD					17(i). GRAND TOTAL
Rockville					d. STATE MD	I	52-2738	\$	30,000.00	)		
	STATES OF AMI (Signature)	ERICA	Maic Go	fr-	fle_	9/17/	. ,	rie Gunter htracting	Officer	on DERING OFFICE	ER	
AUTHORIZEL	FOR LOCAL I	REPRODUCTION				1				OPTIONAL F	ORM 347 (R	EV. 2/2012)

SUNSI REVIEW COMPLETE

annigo2

# A.1 CONSIDERATION AND OBLIGATION--COST-PLUS-FIXED-FEE (AUG 2011)

- (a) The total estimated cost to the Government for full performance of this contract is \$177,310.75, of which the sum of \$169,254.29 represents the estimated reimbursable costs, and of which \$8.056.46 represents the fixed-fee.
  - (b) There shall be no adjustment in the amount of the Contractor's fixed-fee.
- (c) The amount obligated by the Government with respect to this contract is \$30,000.00. Based on this amount, \$28,637.00 represents the obligated money associated with reimbursable costs and \$1,363.00 represents the fixed fee.
  - (d) This is a fully-funded contract and FAR 52.232-20 "Limitation of Cost" applies.
- (e) In accordance with FAR 52.216-8 Fixed Fee, it is the policy of the NRC to withhold payment of fee after payment of 85 percent of the fee has been paid in order to protect the Government's interest. The amount of fixed-fee withheld from the contractor will not exceed 15 percent of the total fee or \$100,000, whichever is less. Accordingly, the maximum amount of fixed-fee that may be held in reserve is \$2,989.80.

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

This order shall commence on date of award and will expire on 09-30-2015.

# A.3 ELECTRONIC PAYMENT (JUN 2013)

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

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

NRC Payments U.S. Nuclear Regulatory Commission One White Flint North Mailstop O3-E17A 11555 Rockville Pike Rockville, MD 20852-2738

## A.4 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien

employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, http://www.uscis.gov/portal/site/uscis.

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

# A.5 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

- (a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.
- (b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.
- (c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

- (d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.
- (e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

# A.6 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

- (a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".
- (b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).
- (c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

# A.7 GREEN PURCHASING (JUN 2011)

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

# A.8 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by

the Automated Clearing H may be disregarded.	ouse (ACH) electronic	c funds transfer paymen	nt system.	Item 15C of the	Standard Form 33
				·	
				•	
					·
	•				

#### TASK ORDER STATEMENT OF WORK

JCN	Contractor	Task Order No.					
Q-4014	Information Systems Laboratories	NRC-HQ-12-C-42-0093 (TO 6)					
Applicant	Design/Site	Docket No.					
Florida Power and Light	AP1000/Turkey Point	052-040					
Title/Description							
Review of Turkey Point Subsequent Combined Operating License (SCOL) Application for Seismic Design of Structures, Systems, Equipment and Components (SRP 3.7)							
TAC No.	B&R Number	SRP or ESRP Section(s)					
RX0548	2013-25-17-4-107	3.7					
NRC Contracting Officer Representative (Administrative)							
Rachel Glaros 301-415-3672 <u>Rachel Glaros@nrc.gov</u>							
NRC Contracting Officer Representative (Technical)							
Pravin Patel	301-415-1505	Pravin.Patel@nrc.gov					

### 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).

As part of Task Order 87 under Contract No. NRC-42-07-036, the contractor provided technical assistance related to the Review of the Seismic Portion of the Turkey Point COL. Requests for additional information (RAIs) were developed. Responses to some of the RAIs were received from the applicant and reviewed by the contractor. The contractor will continue the technical assistance under this new contract, resolving the remaining open items once all RAI responses

are provided by the applicant, finalize the technical evaluation report (TER), and support Advisory Committee on Reactor Safety (ACRS) meetings as required.

# 2.0 OBJECTIVE

The objective of this task order is to obtain technical expertise from the contractor to assist the NRC staff in determining whether or not the subject SCOL application meets appropriate regulatory requirements relating to (1) the seismic design parameters and design ground motions and (2) modeling, computer codes, seismic analyses, and calculation of the seismic loading used in the seismic analyses and design of plant systems, structures, and components (SSCs).

Specifically, a review of SRP subsections 3.7.1 and 3.7.2 is required to insure that the seismic analyses and design meet the applicable requirements of 10 CFR 50, Appendix A, General Design Criterion (GDC) 2, 10 CFR Part 100, Subpart A and Subpart B, 10 CFR Part 20, and 10 CFR Part 50, Appendix S.

# 3.0 WORK REQUIREMENTS, SCHEDULE AND DELIVERABLES

Tasks/Standards	Scheduled Completion	Deliverables
4. REQUIREMENT: Using NRC acceptance criteria documented in the Standard Review Plan (SRP Sections 3.7.1 through 3.7.2) and Regulatory Guides (e.g.,1.60, 1.61, 1.92, etc) as guidelines, review the COL application sections 3.7.1 and 3.7.2, and related documents to determine if the methods proposed by the applicant meet the appropriate review guidance. Also, review the adequacy and acceptability of the methods/data used by the applicant to demonstrate its implementation of the COL action items and compliance with the interface parameters stipulated in Rev. 19 of the AP1000 certified design (CD) and other pertinent documents. All deviations from and/or modifications to the AP1000 CD (Rev. 19 and designated COL action items and/or	* Six weeks after start of work	TER and RAIs, if applicable

	Tasks/Standards	Scheduled Completion	Deliverables
	interface parameter requirements should be evaluated and justified. Plant specific issues and those aspects of the application that need further resolution or clarification shall be identified as an RAI.		
	STANDARD: Development of RAIs that clearly define the technical issue and regulatory basis and a TER that follows the NRC provided template without deviation. One round of comment incorporation is acceptable.		
5.	REQUIREMENT: Review response to the RAIs to determine if they adequately resolve the outstanding issues. Identify any other open items. Incorporate the review results in the evaluation report completed under Task 6.  STANDARD: Updated TER that follows the NRC provided template without deviation. No deviation from the guidance defined in Section III, RAI Guidance of Attachment1. One round of comment incorporation is acceptable.	* 4 weeks after receipt of the responses.	Revised TER
6.	REQUIREMENT: (If applicable) Prepare for and travel to the applicant's office and participate in an NRC review team to:  a. Audit the applicant's design calculations and analysis input files.  b. Evaluate and discuss the applicant's responses to the unresolved issues identified in Task 5 to determine if the outstanding issues are adequately resolved.	* 2 weeks after the trip	Trip Report

	Tasks/Standards	Scheduled Completion	Deliverables
	<ul> <li>c. Prepare a trip report (as an input to NRC Audit Report) to summarize the information reviewed, results of the audit, and meeting discussions.</li> <li>STANDARD: Complete evaluation as defined in Task. Submit Trip Report within two weeks of site review.</li> </ul>		
7.		* 4 weeks after receipt of responses	Safety Evaluation Report Input without open items
8.	REQUIREMENT: As needed and requested by the staff, provide technical support to the staff with related ACRS meetings and hearing proceedings.  STANDARD: Ensure presentation materials are reviewed and approved by the Contracting Officer Representative (COR). Input to responses to questions or comments from ACRS or hearing are in a format approved by COR.	TBD	Prepare Presentation Materials. Attend Meetings, if required. Provide input to responses to questions and comments that result from meetings.
9.	REQUIREMENT: As needed and requested by the staff, provide technical support to the staff in the preparation of the Final SER  STANDARD: Provide technical support. If requested by NRC Staff.	TBD as needed	TBD

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

The COR may issue technical instruction from time to time throughout the duration of this task order. Technical instructions must be within the general SOW 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 G.1 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 COR.

# 4.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

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

Knowledge and experience in vibration analyses, development of seismic ground motion spectra and consistent time histories, soils-structure interaction analyses, development of in-structure floor design response spectra, dynamic and seismic analysis of systems, structures and components of nuclear power plants using sophisticated computer codes,

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 as defined in the base contract.

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 COR'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 monthly 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 CORs and CO.

Please refer to Section F of the basic contract award document for other contract reporting requirements.

#### Technical reporting requirements

Unless otherwise specified above, the contractor shall provide all deliverables as draft products. The NRC COR 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 COR, and then deliver the final version of

the deliverable. When mutually agreed upon between the contractor and the COR, 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 (upon request) and electronic formats. The electronic format shall be provided in MS Word or other word processing software approved by the COR For each deliverable, the contractor shall provide one hard copy (upon request) and electronic copy to both the CORs and the CO. The schedule for deliverables shall be contained in the approved project plan for the task order effort.

In all correspondence, include identifying information: <u>Contract No.:</u> NRC-HQ-12-C-42-0093; JCN No.: <u>Q-4014</u> Technical Assignment Control No. (TAC), if applicable, <u>RX0548</u> Task Order No.: <u>6</u>; the licensee: <u>FPL</u> ; and, the site: <u>Turkey Point</u>.

- 1. At the completion of Task 4, submit a TER that contains, for each Sub-section of the SER (see Attachment for the outline, format and content of the report): a description of the information proposed by the applicant including the assumptions for the analysis, design, and references to consensus standards; review findings (including the basis for the findings), as a result of comparison with the review guidelines; and a list of "Requests for Additional Information (RAIs)." See Attachment 1 in the base contract SOW for the guidelines for developing RAIs.
- 2. At the completion of Task 5, submit a TER (see Attachment) that contains a summary of the review results and the updated report completed under Task 4 incorporating the findings from the resolution of the RAIs. Include a separate list of the remaining open items and the basis for such determination.
- 3. At the completion of Task 6, submit a trip report, as an input to NRC audit report, that contains a summary of documents audited, a summary of meeting discussion conducted with the applicant, list of outstanding issues, significance of these issues, and the basis for the conclusion. Incorporate the findings in the report developed under Task 5.
- 4. At the completion of Task 7, submit a final TER (see Attachment) that contains a safety evaluation report without open items.

## 6.0 MEETINGS AND TRAVEL

The following travel assumptions should be considered in planning the work effort. Travel in excess of the total number of person-trips must be approved by the CO; travel within the work scope limits must be approved by the COR.

One, two person, five-day trips to the applicant's facility to implement a COL review team audit (Tasks 6)

One, two-person, one-day working meetings at NRC headquarters to review deliverables\*

Two, two person, one-day meeting, if needed, for hearing or ACRS meeting and a plant site hearing.

(any additional trips that may be required)

\*At the discretion of the NRC TM, meeting 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 SOW:

- a. CD-ROM containing Reference Turkey Point SCOL application (Chapters 2.5, 3.7, and 3.8).
- b. CD-ROM containing the Final Safety Evaluation Report of the DCD.

## 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:

Task(s)	Labor Category	Level of Effort Year 1 (hours)	Level of Effort Year 2 (hours)
4	Subject Matter Expert	160	
5	Subject Matter Expert	80	
6	Subject Matter Expert	80	
7	Subject Matter Expert	80	
8	Subject Matter Expert		80
9	Subject Matter Expert		80
All	Project Manager	40	40
All	Admin Support	40	20
Total		480	220

# 9.0 PERIOD OF PERFORMANCE

The period of performance is from date of task order award through 9/30/2015.

## 10.0. OTHER APPLICABLE INFORMATION

## a. <u>License Fee Recovery</u>

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

b. Expected Classification or Sensitivity

All work under this project is expected to be unclassified and not sensitive.

## c. Assumptions and Understandings:

The level of effort for Task 4 is based on the assumption that the contractor is familiar with the review procedures of (SRP) Section 3.7.

The level of effort for Task 5 is based on the assumption that there will be 50 RAIs and it will take, on the average, 1.5 hours to review and address each response.

The level of effort for Task 6 is based on one, two-person, five-day trips (including travel time) plus four days to prepare for the trips and to write the trip reports.

The level of effort for Task 7 is based on the need to resolve 20 open items and it will take, on the average, 4 hours to review and resolve each open item, and prepare an SER.

The level of effort in Task 8 is based on requiring one trip to the site and one trip to NRC headquarters.

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 applicant, to discuss open items in an attempt to obtain additional information or reach resolution.

The primary deliverable, or output of this regulatory review, shall be the TER. The TER will serve as input to the NRC staff's SER which will document the NRC's technical, safety, and legal basis for approving the Turkey Point application. The TER 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 TER, and ultimately the SER, 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. The TER format is described in the Attachment to this Task Order Statement of Work.

#### Attachment:

Outline, Format, and Content for the TER Input

# <u>Attachment</u> Outline, format, and sample for the TER (draft SER input)

#### X.Y.Z Title of Section

## X.Y.Z.1 Regulatory Criteria

Develop an outline that follows the format and topics presented in the AREAS OF REVIEW section of the appropriate SRP section. This information will correspond to the SRP sections that are the subject of this Task Order. For each unique SRP review area contained in the TER, the contractor should specify the acceptance criteria that were used for its review. Summarize the applicable regulations and other regulatory references, including regulatory guides, generic letters, or NRC staff positions, that are relevant to this topic.

Technical reviewers are encouraged to use the descriptions of acceptance criteria from previously issued Safety Evaluation Reports for completed design certifications (e.g., NUREG-1793 for the AP1000 Final Safety Evaluation Report) when applicable.

## X.Y.Z.2 Summary of Technical Information

Describe the key technical points that were made in the application. It is not necessary to restate the application verbatim or to address all the details in the application.

## X.Y.Z.3 <u>Technical Evaluation</u>

Document the contractor's evaluation of the application against the relevant regulatory criteria. The evaluation should support the contractor's conclusions as to whether the regulations are met. State what the contractor did to evaluate the applicant's submittal. The contractor's evaluation may include verification that the applicant followed applicable regulatory guidance, performance of independent calculations, and validation that the appropriate assumptions were made. The contractor may state that certain information provided by the applicant was not considered essential to the contractor's review and was not reviewed by the contractor. While the contractor may summarize the information offered by the applicant in support of its application, the contractor should clearly articulate the bases for its conclusions.

Contractor should provide a clear and concise description of any requests for additional information (RAIs). The description should include a justification of the requested information that the requested information is not provided in the application and is absolutely needed to determine or confirm whether the relevant regulatory requirements (articulate specific requirements) have been met. The contractor should discuss its technical evaluation of the licensee's response to the RAIs and determine whether it is acceptable. The contractor should clearly articulate the bases for its acceptance or rejection. If the RAI response is not acceptable, it will be classified as an 'open item'. All open items will be resolved in Phase 3.