

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 2 PAGES

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

BPA NO.

1. DATE OF ORDER <b>SEP 19 2013</b>		2. CONTRACT NO. (If any) NRC-HQ-12-C-42-0093		6. SHIP TO:	
3. ORDER NO. NRC-HQ-13-T-42-0005		4. REQUISITION/REFERENCE NO. NRO-13-223 FSS#133165 NRO-13-201 FSS#132769		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: M. Gunter-Henderson, 301-287-0893 Mail Stop: TWEN-05C79 Washington, DC 20555				b. STREET ADDRESS	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
7 TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR INFORMATION SYSTEMS LABORATORIES, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 10070 BARNES CANYON RD				REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY SAN DIEGO		e. STATE CA	f. ZIP CODE 921212722		
9. ACCOUNTING AND APPROPRIATION DATA SEE PAGE 2 FOR ACCOUNTING AND APPROPRIATION DATA NAICIS:541690 PSC:R425 DUNS:107928806				10. REQUISITIONING OFFICE NRO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. 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		16. DISCOUNT TERMS N/A	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The purpose of this Cost-Plus Fixed Fee task order is to procure technical assistance in Review of SRP Chapters 11.2, 11.5, 12.3-12.4, 14.2, and 14.3.7 for the Turkey Point (AP1000) SCOL Application. The work shall be performed in accordance with the attached Statement of Work.</p> <p>Total Obligation Amount: \$ 125,000.00 Reimbursable Cost Total: \$122,886.99 Total Fixed Fee: \$ 6,099.12 Total Ceiling Amount: \$128,986.12 Period of Performance: Date of award - 9/30/2014</p> <p>ISL P.O.C: Terry Gitnik: 301-255-2272 NRC P.O.C: Rachel Glaros: 301-415-3672</p> <p><i>William Arcieri</i> Digitally signed by William Arcieri DN: cn=William Arcieri, o, ou, email=william@isllnc.com, c=US Date: 2013.09.19 11:21:50 -0400 William Arcieri Interim Division Manager</p>				See CONTINUATION Page	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)  17(i). GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME U.S. Regulatory Commission NRCPayments@nrc.gov						
	b. STREET ADDRESS (or P.O. Box) 11555 Rockville Pike (One White Flint N) Mailstop 03-E17A						
c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852-2738		\$125,000.00		
22. UNITED STATES OF AMERICA BY (Signature) <i>Morie Gunter-Henderson</i> 9/19/13						23. NAME (Typed) Morie Gunter-Henderson Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2/2012)  
PRESCRIBED BY GSA/101-11.6 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 03 2013

ADM002

#### **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 \$156,591.24 , of which the sum of \$149,516.13 represents the estimated reimbursable costs, and of which \$7,075.11 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, of which the sum of \$28,645.00 represents the estimated reimbursable costs, and of which \$1,355.00 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 09-30-2017.

#### **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 U.S. Nuclear Regulatory Commission at [NRCPayments@nrc.gov](mailto: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 House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

### TASK ORDER STATEMENT OF WORK

JCN Q-4014	Contractor Information Systems Laboratory	Task Order No. NRC-HQ-12-C-42-0093 (TO 7)
Applicant Florida Power & Light	Design/Site AP1000/Turkey Point	Docket No. 52-040
Title/Description Review of Turkey Point Subsequent Combined Operating License (S-COL) Application for Seismic Design of Structures, Components, Equipment, and Systems (SRP 3.8)		
TAC No. RX0549	B&R Number 2013-25-17-4-107	SRP or ESRP Section(s) 3.8
NRC Contracting Officer Representative (Administrative)		
Rachel Glaros	301-415-3672	<a href="mailto:Rachel.Glaros@nrc.gov">Rachel.Glaros@nrc.gov</a>
NRC Contracting Officer Representative (Technical)		
Vaughn Thomas	301-415-5897	<a href="mailto:Vaughn.Thomas@nrc.gov">Vaughn.Thomas@nrc.gov</a>

#### 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 88 under Contract No. NRC-42-07-036, the contractor provided technical assistance related to the Review of the Structural Portion of the Turkey Point COL. Requests for additional information (RAIs) were developed and a draft technical evaluation report (TER) was prepared. 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 TER, and support Advisory Committee on Reactor Safety meetings as required.

## 2.0 OBJECTIVE

The objective of this task order is to obtain technical expertise from the laboratory to assist the NRC staff in determining whether or not the subject COL application meets appropriate regulatory requirements relating to the analysis and design of category I structures:

(1) steel containment vessel shell structure; (2) concrete and steel internal structures of the steel containment vessel; (3) all seismic Category I structures and other safety-related structures, except for the containment structure and foundation mat; and (4) foundation mat.

Specifically, technical assistance is required to insure that the design meet the applicable requirements of 10 CFR 50.55a, 10 CFR 50, Appendix A, General Design Criterion (GDC) 1, 2, 4, 5, 16, 50, 51, and 53. The review shall focus on the (1) materials, (2) geometry, (3) codes, standards, and specifications (4) loadings and load combinations, (5) design and analysis procedures, (6) structural acceptance criteria, and (7) testing and in-service surveillance requirements, as appropriate.

## 3.0 WORK REQUIREMENTS, SCHEDULE AND DELIVERABLES

Tasks/Standards	Scheduled Completion	Deliverables
4. REQUIREMENT: Using NRC acceptance criteria documented in the SRP Sections 3.8.2 through 3.8.5 and Regulatory Guides (1.57, 1.130, 1.142, etc) as guidelines, review the COL application sections 3.8.2, 3.8.3, 3.8.4, and 3.8.5 and related documents to determine if the information provided in the COL sections, and 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 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.	*Six weeks after start of work	Draft TER and RAIs, if applicable

Tasks/Standards	Scheduled Completion	Deliverables
<ul style="list-style-type: none"><li>• Review response to pertinent 'COL Action Items' (identified in the SER for AP1000 certified design).</li><li>• Identify issues and the need for any additional or clarifying information and document as formal RAIs.</li><li>• Perform all interface reviews as identified in review guidance</li><li>• Prepare a draft TER including a preliminary draft SER write- up in format per NUREG-1793 unless otherwise directed by NRO COR.</li></ul> <p>STANDARD: Completed 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.</p>		
<p>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 4.</p> <p>STANDARD: Completed 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.</p>	*4 weeks after receipt of responses	Revised TER

Tasks/Standards	Scheduled Completion	Deliverables
<p>6. REQUIREMENT: Prepare for and travel to the applicant's designated facilities and participate in an NRC review team to:</p> <ul style="list-style-type: none"> <li>a. Audit the analysis reports and design calculations as described in the SCOL application for Turkey Point.</li> <li>b. Evaluate and discuss the applicant's responses to the unresolved issues identified in Task 4 to determine if the outstanding issues are adequately resolved.</li> <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. Update the draft TER with open items for input to SER with Open items.</li> </ul> <p>STANDARD: Complete evaluation as defined in Task. Submit Trip Report within <u>2</u> weeks of site review.</p>	*Two weeks after the trip	Trip Report
<p>7. REQUIREMENT: Review the applicant's response to the open items identified as a result of the design audit. Identify any unresolved issues and prepare an SER w/open items if any, as a TER.</p> <p>STANDARD: Complete TER that follows the NRC provided template without deviation.</p>	*4 weeks after receipt of responses	SER input w/open items resolved.
<p>8. REQUIREMENT: As needed and requested by the staff, provide technical support to the staff during related Advisory Committee on Reactor Safety (ACRS) meetings and hearing proceedings.</p> <p>STANDARD: Ensure presentation materials are reviewed and approved by NRC staff.</p>	TBD	Prepare presentation materials. Attend meetings, if required

\* 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 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 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 Contracting Officer (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 (1) design and analyses of nuclear steel and concrete containment structures, systems, and mat foundations, (2) nuclear power plant industry codes, standards, and specifications, and (3) use of sophisticated structural analyses and design computer codes.

The structural engineer should have a strong background in structural design and expertise in the design of structural elements and complicated structures under various loads and load combinations, and familiarity with the applicable national standards and 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: Contract No. NRC-HQ-12-C-42-0093; JCN No.: Q-4014; Technical Assignment Control No. (TAC), if applicable, RX0549; Task Order No.: 7; the licensee: Florida Power and Light; and, the site: Turkey Point.

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 TER (see **Attachment**) that contains a safety evaluation report with open items resulting from the work performed in Task 5 & 6, and update of the TER developed under Task 5.

### **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 (Task 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.

\*At the discretion of the NRC COR, 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 SOW:

- a. CD-ROM containing Reference COL (R-COL) Subsequent COL (S-COL) ([R-COL] [S-COL] Sections and the relevant Appendices from the [R-COL] [S-COL] application.
- 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:

<b>Task(s)</b>	<b>Labor Category</b>	<b>LOE Year 1 (hours)</b>	<b>LOE Year 2 (hours)</b>
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
All	Project Manager	40	40
All	Admin Support	40	20
<b>Total</b>		<b>480</b>	<b>140</b>

#### **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. License Fee Recovery

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 (ESRP/SRP) Sections 3.8.

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 trip and to write the trip report.

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 [ESP] [DC] [COL] 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 Attachment 1 to this Task Order SOW.

Attachment:

Outline, Format, and Content for the TER Input