

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE

PAGE OF PAGES

1 3

2 AMENDMENT/MODIFICATION NO

07

3 EFFECTIVE DATE

07/01/02

4 REQUISITION/PURCHASE REQ NO

AED-98-265-006

ADMIN RFP#

5 PROJECT NO (If applicable)

6 ISSUED BY

CODE

U S. Nuclear Regulatory Commission  
Division of Contracts and Property Mgt  
Attn: T-7-I-2  
Contract Management Branch 2  
Washington DC 20555

7 ADMINISTERED BY (If other than Item 6)

CODE

U.S Nuclear Regulatory Commission  
Div of Contracts and Property Mgmt  
Two White Flint North - MS T-7-I-2  
Washington, DC 20555

8 NAME AND ADDRESS OF CONTRACTOR (No street, county State and ZIP Code)

Chem-Nuclear Systems, Inc.  
ATTN: Kathryn Pacha  
140 Stoneridge Drive  
Suite 500  
Columbia SC 29210

(X) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO  
NRC-26-98-265

10B DATED (SEE ITEM 13)

CODE

FACILITY CODE

X 05-19-1998

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offers is extended, is not extended  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods

(a) By completing Items 8 and 15, and returning copies of the amendment, (b) By acknowledging receipt of this amendment of each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12 ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date etc) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43 103(b)

C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

D OTHER (Specify type of modification and authority) bilateral

X 52.217-9 and mutual agreement

**E. IMPORTANT:** Contractor is not, X is required to sign this document and return two copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)

SEE ATTACHED PAGES 2 and 3 FOR DESCRIPTION OF MODIFICATION

Except as provided herein all terms and conditions of the document referenced in Item 9A or 10A as heretofore changed remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print)

Tim Rodgo's Group Controller

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Joyce A. Fields  
Contracting Officer

15B CONTRACTOR/OFFEROR

*[Signature]*  
(Signature of person authorized to sign)

15C DATE SIGNED

7/1/02

16B UNITED STATES OF AMERICA

BY *[Signature]*  
(Signature of Contracting Officer)

16C DATE SIGNED

6/28/02

STANDARD FORM 30 (REV 10-83)

TEMPLATE-ADM 001

ADM 02

The purpose of this modification is: (1) to exercise Option Period IV, the final option period under the contract, in accordance with Section B.4, 52.217-9, Option to Extend the Term of the Contract (MAR 1989); (2) to convert this contract to performance-based, incorporating the enclosed agreed upon Performance Requirement Summary, the Quality Assurance Surveillance Plan, and the Surveillance Monitoring Form, (3) to add a line item for the cost to update and maintain regulatory information in the course content, in accordance with the section in the Statement of Work entitled, "Optional Requirements." This modification results in the following changes: (1) a revision to the "Schedule" to add Line Item No. 4 under Option Period IV, (2) a revision to Paragraph (a) of Section B.3, changing the ordering period of the contract; (3) a revision to Section B.5, extending the expiration date of the contract from June 30, 2002, to June 30, 2003; and (4) a revision to Section B.8, increasing the total contract ceiling amount by \$57,265.00, from \$195,840.00 to \$253,105.00. Accordingly, the contract is modified as follows:

- (1) The "Schedule" for Option Period IV is deleted entirely and replaced with the following:

**Option Period IV (7/1/02 - 6/30/03)**

Line Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
(1)	Transportation of Radioactive Materials Course at NRC - Up To 30 Students Maximum	[REDACTED]	[REDACTED]	[REDACTED]	\$ 22,350.00
(2)	Transportation of Radioactive Materials Course Contractor's site - Up to 30 Students Maximum	[REDACTED]	[REDACTED]	[REDACTED]	\$ 21,570.00
(3)	Travel - Estimate Only Will be billed at actual cost.	[REDACTED]	[REDACTED]	[REDACTED]	\$ 6,000.00
(4)	Update and Maintain Regulatory Information in the Course Content	[REDACTED]	[REDACTED]	[REDACTED]	\$ 7,345.00
Total for Option Period IV					\$ 57,265.00
Total Base and Options:					\$253,105.00

(2) Paragraph (a) Under Section B.3, 52.216-18 ORDERING (OC 1995), is deleted entirely and replaced with the following:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 1, 1998, through June 30, 2003.

(3) Section B.5, DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988) is deleted entirely and replaced with the following:

The ordering period for this contract shall commence on July 1, 1998, and will expire on June 30, 2003. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18, Ordering)"

(4) Paragraph (a) Under Section B.8, CONSIDERATION AND OBLIGATION DELIVERY ORDERS, is deleted entirely and replaced with the following:

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$253,105.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation.

As a result of this modification, the contract ceiling amount is increased to \$253,105.00. All other terms and conditions remain the same.

A summary of obligations to date is as follows:

Total FY99 obligation amount:	\$ 52,500.00
Total FY00 obligation amount:	\$ 38,834.00
Total FY01 obligation amount:	\$ 48,500.00
Total FY02 obligation amount:	\$43,400.00:
Total NRC obligations:	\$183,234.00.

This modification does not obligate any funds.

PERFORMANCE REQUIREMENT SUMMARY  
NRC-26-98-265

Performance Requirement	Performance Standard	Performance Measurement	Surveillance Method	AQL	MPP
1. Provide effective training on regulations for transportation of radioactive materials to NRC and Agreement State inspectors. See the Statement of Work section entitled, "Course."	At least 90% of the students demonstrate acceptable performance in the course exam (grade of 70% or higher).	Performance will be measured by administering a standardized written test to determine the training outcomes.	100% Inspection of exam scores.	10%	<u>20%</u>
2. Practical understanding of transportation of radioactive materials' regulations. See Statement of Work section entitled, "Course."	100% of the students shall be given the opportunity to participate in a classroom exercise preparing shipping papers and evaluation labeling, marking, and packaging for a shipment of radioactive materials.  If a student declines to participate, the contractor shall provide a written note from the student who does not participate stating that they were given the opportunity but declined.	Performance will be measured by PO review of the student course evaluation forms.	100% Inspection of student course evaluations.	0%	<u>20%</u>

3.	Provide deliverables in accordance with contract requirements and in a timely fashion. See the Statement of Work section entitled, "Deliverables" and the section entitled, "Reporting Requirements."	90% of the time the course deliverables shall be submitted to the NRC PO in accordance with contract requirements and within 20 days of course completion.	Performance will be measured by inspection by the NRC PO to determine if deliverables were submitted in accordance with contract requirements and in a timely fashion.	100% Inspection	10%	<u>20%</u>
4.	Update and maintain regulatory information in course content. See Statement of Work section entitled, "Optional Requirements."	90% of the time, changes to course materials provided by NRC to the contractor regarding regulations and guidance from NRC Information Notices and Regulatory Guides shall be incorporated into course presentations within 30 calendar days after receipt. Information provided that has not been incorporated into the course manual due to the contractor's untimely receipt from NRC shall be distributed to the students during the workshop as a course "handout"	Performance will be measured by inspection of the training materials to ensure they have been updated and maintained by the contractor.	100% Inspection	10%	<u>20%</u>

<p>3. Course improvement. See Statement of Work section entitled, "Reporting Requirements."</p>	<p>90% of the time, student suggestions for improvements that are provided in the course evaluations shall be evaluated within 20 calendar days of the completion of the course. The contractor shall document suggestions that they recommend should be implemented, implemented in part, or rejected, and shall explain in writing the basis for the recommendations. Suggestions that are within the scope of the contract and are approved shall be implemented prior to the next presentation of the course.</p>	<p>Performance will be measured by the NRC PO randomly inspecting the course evaluations.</p>	<p>Random Sampling</p>	<p>10%</p>	<p><u>20%</u></p>
---	---	---	------------------------	------------	-------------------

NOTES:

AQL = Acceptable Quality Level - This is the maximum percentage of defects that are acceptable. This sets a limit on how much will be accepted before taking a reduction in price.

MPP = Maximum payment percentage for meeting the PR. This is the maximum payment percentage of the total contract price that each listed contract requirement represents. Offerors are requested to complete this column as part of their proposal. The total of all MPPs should equal 100 percent.

Contract Payment

1. For satisfactory performance of a service (deficiencies do not exceed the AQL), the contractor shall be paid the percentage of the contract line item price indicated in MPP column of PRS chart for that service.
2. For defective performance of a service (deficiency exceeds the AQL), the Government will not pay full percentage in the MPP column of Performance Requirement Summary chart.
3. The payment for listed services with defective performance exceeding the AQL will be calculated as follows:

The percentage proficiency level exceeding the AQL multiplied by the MPP. For example, an inspection procedure reveals that 70% of evaluations indicated that the instructor was qualified, however the AQL is 80%;therefore the reduction in payment for unacceptable performance will

be the difference between the performance standard and the actual evaluated performance multiplied by the MPP ( $80\% - 70\% = 10\% \times \text{MPP}$  (included in offeror's proposal) to compute the percent reduction of price. This percentage will be multiplied by the contract unit price to determine the amount of deduction.

QUALITY ASSURANCE SURVEILLANCE PLAN  
CONTRACT NO. NRC-26-98-265

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of FAR 37.602-2 for Contract No. NRC-26-98-265. This plan sets forth procedures that will be used in evaluating the technical performance of the contractor.

A. Purpose of the QASP

1. The QASP is intended to accomplish the following:
  - a. Define the roles and responsibilities of participating government officials;
  - b. Define the types of work to be performed;
  - c. Describe the evaluation methods that will be employed by the government in assessing the contractor's performance;
  - d. Provide copies of the quality assurance monitoring forms that will be used by the government in documenting and evaluating the contractor's performance; and
  - e. Describe the process of performance documentation.
2. The contractor has developed a Quality Control Plan (QCP) which sets forth procedures and responsibilities for controlling high quality work. The contractor has designated his employee, Richard E Campbell to be responsible for implementation of the QCP.  
(Director ESH/RA)

B. Roles and Responsibilities of Government Officials

The following government officials will participate in assessing the quality of the contractor's performance. Their roles and responsibilities are described as follows:

1. Paul Knapp will serve as the NRC Project Officer and be responsible for monitoring, assessing, recording and reporting on the technical performance of the contractor in accordance with the "Performance Requirement Summary." The PO will have primary responsibility for completing "Surveillance Monitoring Forms" which will be used to document the inspection and evaluation of the contractor's work performance.
2. Mona C. Selden will serve as the NRC Contract Specialist (CS) and has overall responsibility for overseeing the contractor's performance. The CS will also be responsible for the day-to-day monitoring of the contractor's performance in the area of contract compliance and contract administration; reviewing the PO's assessment of the contractor's performance; and resolving all differences between the PO's version and the contractor's version.



C. Types of Work Performed

1. Training

The contractor shall instruct the Transportation of Radioactive Materials Course.

2. Training Support

- a. The contractor shall provide each student with a copy of the course materials presented during the course instruction in accordance with Statement of Work section entitled, "Deliverables."
- b. The contractor shall develop/furnish case studies/workshops to supplement the course lectures in accordance with the Statement of Work section entitled, "Course."
- c. The contractor shall utilize visual aids (view graphs, slides, etc.) to assist the student's understanding of the subject matter in accordance with the Statement of Work section entitled, "Course."
- d. The contractor shall provide each student with a copy of regulations referenced in the course in accordance with the Statement of Work section entitled, "Materials."
- e. Within 20 calendar days of completion of a course presentation, the contractor shall submit a Course Presentation Report to the NRC Project Officer in accordance with the Statement of Work section entitled, "Reporting Requirements."

D. Methods of Surveillance

1. The PO will monitor student course evaluations and student instructor evaluations to determine if training is effective; i.e., instructor succinctly and accurately imparts information and knowledge, responds to students questions and remarks and maintains course schedule.
2. Information from course evaluations and tests will be evaluated to determine if course objectives and performance measurements have been met.

E. Quality Assurance Forms and Report

1. The PO will use the Surveillance Monitoring Form to document and evaluate the contractor's performance under the contract.
2. The PO will judge each requirement in accordance with the performance standards and performance requirements stated in the Performance Requirements Summary (PRS)
3. The PO will substantiate all requirements which the PO judges to be indicative of "unacceptable" performance. Performance at the "acceptable" level is expected from the contractor and need not be substantiated.

- 4 The PO will forward copies of all completed surveillance monitoring forms to the CO and contractor upon completion of the form. The contractor is required to respond in writing to any negative QA monitoring form(s) within 5 working days after receipt of the form.

F. Analysis of Surveillance Results

The CO will review each monitoring form prepared by the PO. When appropriate, the CO may investigate the performance event further to determine if all the facts and circumstances surrounding the event were considered in the PO's opinions outlined on the forms. The CO will discuss every event receiving a substandard rating with the contractor prior to taking the reduction in price.

CONTRACT NO. NRC-26-98-265

**SURVEILLANCE MONITORING FORM**  
(To be Performed After the Completion of Each Course)

Instructor's Name: \_\_\_\_\_

Date of Course: \_\_\_\_\_

CONTRACT REQUIREMENT	CONTRACT PARAGRAPH #	METHOD OF SURVEILLANCE	DATE ACCOMPLISHED	COMPLIANCE
Conduct Workshop	Section B, Statement of Work	100% Inspection		
Provide copies of 49CFR100-199; 10CFR71; applicable NRC Reg. Guides; NUREG-1660 and course manual to students.	Section B, Statement of Work, paragraph entitled, "Materials"	100% Inspection		
Provide copy of revised training materials in hard-copy and electronic media in a format compatible with NRC software.	Section B, Statement of Work, paragraph entitled, "Materials"	100% Inspection		