

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. NRR-05-026	BPA NO.
5. SOLICITATION NO. NRR-05-026	6. SOLICITATION ISSUE DATE
b. TELEPHONE NO. (No Collect Calls) 301-415-7907	8. OFFER DUE DATE/LOCAL TIME

2. CONTRACT NO. GS23F0060L	3. AWARD/EFFECTIVE DATE <b>APR 27 2005</b>	4. ORDER NO. DR-03-05-026	MODIFICATION NO.
7. FOR SOLICITATION INFORMATION CALL:	a. NAME MONA C. SELDEN		

9. ISSUED BY  
U.S. Nuclear Regulatory Commission  
Division of Contracts  
Attn: Contract Management Branch 2  
Mail Stop T-7-I-2  
Washington, DC 20555

CODE 3100

10. THIS ACQUISITION IS

UNRESTRICTED OR  SET ASIDE: % FOR:

SMALL BUSINESS  EMERGING SMALL BUSINESS

HUBZONE SMALL BUSINESS

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  B(A)

NAICS: \_\_\_\_\_  
SIZE STANDARD: \_\_\_\_\_

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING  
N/A

14. METHOD OF SOLICITATION  
 RFO  IFB  RFP

15. DELIVER TO

U.S. Nuclear Regulatory Commission  
Div. of Regulatory Improvement Programs  
Mail Stop: O12-E5  
Washington DC 20555

CODE \_\_\_\_\_

16. ADMINISTERED BY

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop T-7-I-2  
Washington, DC 20555

CODE 3100

17a. CONTRACTOR/OFFEROR

INFORMATION SYSTEMS LABORATORIES  
11140 ROCKVILLE PIKE STE 500  
ROCKVILLE MD 208522310  
TELEPHONE NO. DUNS150135445

CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

18a. PAYMENT WILL BE MADE BY

U.S. Nuclear Regulatory Commission  
Payment Team, Mail Stop T-9-K-4  
Attn: DR-03-05-026  
Washington DC 20555

CODE 3100

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide Technical Assistance to Support Safety Review Regarding On-Site Audit of License Renewal Aging Management Programs and Safety Evaluation Report Preparation</p> <p>Ceiling of Order (Palisades) - \$247,763.00 Ceiling of Optional Plant (Entergy) - \$246,603.00 Ceiling of Order including Optional Plant - \$494,366.00</p> <p>Incremental funding obligated at this time: \$200,000.00</p> <p>Period of Performance: 04/27/05 through 12/15/06</p> <p>SEE ATTACHMENT 1 FOR STATEMENT OF WORK SEE ATTACHMENT 2 FOR SCHEDULE OF SERVICES</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA  
520-15-112-130 J-3205 252A 31X0200.520  
OBLIGATE: \$200,000.00

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
NTE \$200,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

*James F. Meyer*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

*Sharon D. Stewart*

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  
James F. Meyer V.P.

30c. DATE SIGNED  
4/28/05

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  
Sharon D. Stewart

31c. DATE SIGNED  
4/27/05

TEMPLATE - ADM001 **SISP REVIEW COMPLETE** ADM002

**STATEMENT OF WORK**

**Technical Assistance to  
Support Safety Review Regarding  
On-Site Audit of License Renewal Aging Management Program and  
Safety Evaluation Report Preparation  
Palisades Nuclear Power Plant**

**1. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) has improved its process for reviewing license renewal applications (LRA). The improved process promotes efficiency, allows the staff to manage peak workloads, and allows the staff to conduct a large number of reviews concurrently. For each application for license renewal, Section B of the License Renewal and Environmental Impacts Program (RLEP-B) audits and reviews certain aging management programs (AMPS) and aging management reviews (AMRs) that were submitted by the applicant. Each project team is led by a project team leader from RLEP-B. The project team includes individuals knowledgeable and experienced in the subjects of material, mechanical, electrical, plant systems, and civil/structural engineering, as applicable to license renewal activities.

The project team performs its work in accordance with the requirements of Title 10 of the *Code of Federal Regulations*, Part 54 (10 CFR Part 54), "Requirements for Renewal of Operating Licenses for Nuclear Power Plants;" the guidance provided in NUREG-1800, "Standard Review Plan for Review of License Renewal Application for Nuclear Power Plants" (SRP-LR), dated July 2001; the guidance provided in NUREG-1801, "Generic Aging Lessons Learned (GALL) Report," dated July 2001; and an audit plan that the project team prepares for each LRA review.

In general, the project team reviews the AMPs that the applicant claimed are consistent with the GALL Report and certain plant-specific AMPs. For its assigned scope of work, the project team determines that the applicant's aging management activities and programs will adequately manage the effects of aging on systems, structures, and components, so that their intended functions will be maintained consistent with the plant's current licensing basis (CLB) for the period of extended operation. Consistent with the SRP-LR criteria, the project team also reviews the applicant's updated final safety analysis report (UFSAR) supplement which summarizes the applicant's programs and activities for managing the effects of aging for the period of extended operation.

For its AMR reviews, the project team reviews the AMRs reported by the applicant to be consistent with the GALL Report to determine whether or not these AMRs are consistent with the GALL Report. In addition, the project team reviews the plant-specific AMRs (i.e., AMRs that the applicant justified on the basis of an NRC-approved precedent), to determine whether or not these AMRs are technically acceptable and applicable. For component groups evaluated in the GALL Report for which the applicant claimed consistency with the GALL Report, and for which

the GALL Report recommends further evaluation, the project team reviews the applicant's evaluation to determine whether or not it adequately addressed the issues for which the GALL Report recommends further evaluation.

RLEP-B is forming a project team to ensure that the applicant has made the appropriate determinations regarding the ability of its activities and programs to adequately manage the effects of aging on structures and components, so that their intended functions will be maintained for the period of extended operation.

The purpose of this contract is to obtain expert technical assistance in support of RLEP-B review of the LRA for plants defined in Section 4, "Scope of Work", as specified herein. The project team will be comprised of NRC and contractor's staff. The project team will typically include a team leader and a project manager from the NRC and contractor technical staff with expertise in area such as materials, mechanical, electrical, reactor/plant systems (e.g., reactor operations), and civil/structural engineering, as applicable to license renewal activities. As required, both NRC technical staff and contractor staff may be assigned as project team members to cover one or more of the five engineering disciplines.

## **2. CONTRACT OBJECTIVES**

The objective of this contract is to obtain expert technical services and technical writing and editing services to support RLEP-B staff safety review of the applications for license renewal for each plant defined in Section 5 of this statement of work (SOW). Specifically, the contractor shall (1) prepare an audit plan for performing the audit and review, (2) perform on-site audits and safety reviews of the AMRs and AMPs associated with the LRA and its supporting documents to determine whether the applicant has made the appropriate determination regarding the consistency with the GALL Report or previous staff-approved positions or past practices, (3) provide license renewal audit and review report and safety evaluation report (SER) input based on technical evaluations, (4) if necessary, develop request for additional information and review the applicant's responses, and (5) provide support for Advisory Committee on Reactor Safeguards (ACRS) meetings.

## **3. TECHNICAL AND OTHER SPECIAL QUALIFICATION REQUIRED**

The contractor shall provide personnel (project team of up to five (5) engineers/technical specialists), who are knowledgeable and experienced in the areas of material, mechanical, electrical, reactor/plant systems (reactor operations), and civil/structural engineering, as applicable to license renewal activities. The contractor shall provide a senior member to serve as a project coordinator to oversee the efforts of the contractor team and to ensure the timely submittal of quality deliverables such that all information is accurate and complete. The project coordinator shall serve as one of the project team member and shall meet the required project team member qualifications. The contractor shall also provide administrative support personnel while the project team is on-site performing the audit. The administrative support personnel shall be obtained from a suitable vendor located within the vicinity of the audit site. The contractor shall also provide a technical editor to prepare and edit all technical reports and contract deliverables.

It is the responsibility of the contractor to assign technical staff, employees, subcontractors, or specialists who have the required educational background, work experience, or a combination

thereof to meet both the technical and regulatory objectives of the work specified in this SOW. The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned, including assurance that all information contained in the technical and cost proposal, including resumes, is accurate and truthful. Since this contract covers multiple plants audits, overlapping of audit activities is highly probable. The contractor shall provide a staffing plan to assure that all audit activities are adequately supported by appropriate technically qualified resources. In addition, all contractor team personnel shall be available to provide support under the contract until all final deliverables are accepted. The use of particular personnel on this project is subject to the NRC PO's approval. This includes proposed changes to personnel during the life of the contract.

If any work will be subcontracted or performed by subcontractors or consultants, the contractor shall obtain the NRC PO's written approval of the subcontractor or consultant prior to initiation of the subcontracted effort.

**4. SCOPE OF WORK**

The contractor shall furnish personnel, a team of up to five (5) members, and services to support the audit and review activities at up to two (2) nuclear power plants. For purpose of preparing a proposal, the bidder shall assume that the specified work will involve the plant sites and schedule listed below. *The actual plant assignment and schedule will be made by the NRC TM and may differ from the list.* It should be noted that award of the optional plant will be based on the contractor's ability to meet the review schedule, milestones, and cost of the first assigned plant. The NRC reserves the right not to exercise the option. Exercise of the option is subject to availability of funds, management approval to proceed, and successful completion of the first audit.

	<u>Plant</u>	<u>Month LRA to be Expected</u>
Plant 1	Palisades	March 2005
Optional Plant	Entergy Plant	July 2005

For each plant, the contractor shall ensure that each project team member reviews and becomes familiar with the plant-specific LRA with emphasis on aging management programs (AMPs) and aging management reviews (AMRs) described in the LRA. The contractor shall ensure that each project team member reviews, for familiarization, the (1) audit and review report and (2) Section 3 of the most recent SER (final SER or SER with open items) issued by the NRC. The NRC TM will identify the specific audit and review reports and SERs for review.

For each plant, the estimated duration for completion of Tasks 1 through 6 is seven (7) months from the initiation of work. Task 7 shall be completed within approximately two (2) months of completing Task 6. Task 8 is a recurring task. The actual schedule for performing these tasks will be agreed upon between the NRC project team leader and the contractor project coordinator within two (2) weeks of receiving the NRC authorization to begin work.

For planning purposes, the nominal duration of each task is discussed in the following task description and an estimated schedule is provided under Section 9, "Deliverables," of this SOW.

## Task 1 Audit Plan Development

The engineers/technical specialists and support staff (technical writers and editors) who will be performing the work specified in this order shall attend a 1½- to 2-day orientation session on the LRA review process. The orientation session will be conducted by the NRC team leader and other NRC staff at the contractor's office for contractor staff who have not attended previous orientation sessions. The contractor shall provide a facility for the orientation session. The schedule for these activities will be mutually agreed upon between the NRC TM or team leader and the contractor project coordinator.

For each plant, the contractor shall prepare an audit plan that addresses the contract objectives and the plant-specific LRA review and audit activities. The NRC team leader will provide an updated audit plan template and a recently-issued audit plan. Using this template, the contractor shall insert LRA-specific information, where applicable. The contractor shall determine the applicable AMPs worksheets template to be included in the audit plan. In addition, the contractor shall insert the project team work assignments and the specific team member that will perform each assignment. The NRC project team leader will provide information on the work assignments, e.g., the split of work between the project team members and other NRC technical staff. Since the audit plan template contains a significant amount of necessary information, the effort for this task is minimal. (See sample template at Attachment 1.)

The deliverables for this task are (1) a draft audit plan and (2) a technical edited, final audit plan that will address the project objectives.

The specific schedule for completing the draft audit plan will be mutually agreed upon between the NRC TM or team leader and the contractor project coordinator. For planning purposes, the contractor shall deliver the draft audit plan to the NRC team leader for review and comment no later than five (5) working days after receiving the work split table from the NRC TM or team leader. The NRC team leader will coordinate any internal NRC staff reviews of the draft audit plan and will prepare a consolidated set of NRC staff comments. The NRC team leader will provide the comments to the contractor project coordinator and will discuss these items with the contractor no later than five (5) working days of receiving the draft audit plan. The contractor shall revise the draft audit plan to reflect the NRC staff comments and shall deliver the final audit plan no later than five (5) working days after receipt of the NRC's comments on the draft audit plan.

## Task 2 Conduct and Document the AMPs Audit

The contractor shall provide up to five (5) qualified professionals to participate in an NRC-led project team audit of up to 5-days (one audit per plant site), to determine whether the applicant has sufficient on-site documentation, as indicated in its LRA, to demonstrate that the AMPs, which are claimed to be consistent with the GALL Report or previously approved staff positions by the applicant are actually consistent. The contractor shall also provide administrative support personnel while the project team is on-site performing the audit. The administrative support personnel shall be obtained from a suitable vendor located within the vicinity of the audit.

The contractor shall perform the front end work associated with the work that will be performed at the applicant's site immediately after receiving the NRC authorization to begin work. The front end work includes, but is not limited to: rolling up the LRA AMR Table 2 to the Table 1 format and order; sorting the roll-up tables for parameters important to the audit and review; preparing worksheets; developing questions; pre-write the AMP/AMR sections of the audit/review report.

The NRC team leader will provide the most current copy of the "Writing Guide and Template for Preparing License Renewal Application Audit and Review Report" to the project team members to aid in the pre-write of the audit and review report. The contractor shall complete the roll-up table before the first AMP audit. This will allow the project team members to consider AMRs, which credit certain AMPs to manage certain aging effects, during the AMP audit. The contractor should ensure that each project team member prepares his/her typed questions and provides these questions to the NRC team leader to be forwarded to the applicant (through the NRC Project Manager), before each break out meeting with the applicant. The contractor shall document the results of the project team's audit and review activities in accordance with the audit plan. (See sample writing guide and template at Attachment 2.)

The deliverables for this task are (1) completed audit worksheets, (2) draft AMPs report section and (3) technically edited final AMPs report section.

The specific schedule for completing the audit worksheets, draft AMPs and final AMPs sections will be mutually agreed upon between the NRC team leader and the contractor project coordinator. For planning purposes, the AMPs worksheets and draft AMPs section shall be delivered to the TM no later than five (5) working days after the first on-site visit. The contractor shall revise the draft AMPs section to reflect the NRC staff comments and shall deliver the final AMPs section no later than five (5) working days after receipt of the NRC's comments on the draft AMPs section.

### Task 3 Conduct and Document the AMRs Review

The contractor shall provide up to five (5) qualified professionals to participate in an NRC-led project team audit of up to 5 days (up to two audits per plant site), to determine whether the applicant has sufficient on-site documentation, as indicated in its LRA, to demonstrate that the AMRs which are claimed to be consistent with the GALL Report or previously approved staff positions by the applicant are actually consistent. The contractor shall also provide administrative assistance for the project team during each on-site visit. The contractor shall also provide administrative support personnel while the project team is on-site performing the audit. The administrative support personnel shall be obtained from a suitable vendor located within the vicinity of the audit site.

The NRC team leader will provide the most current copy of the "Writing Guide and Template for Preparing License Renewal Application Audit and Review Report" and a recently-issued audit and review report. The contractor shall prepare the draft audit and review report in accordance with the writing guidelines provided. The audit and review report shall include both the AMPs section and AMRs section.

The deliverable for this task is a (1) draft audit and review report. The specific schedule for completing the draft AMPs and final AMPs sections will be mutually agreed upon between the

NRC team leader and the contractor project coordinator. For planning purposes, the draft audit and review report shall be delivered to the TM no later than ten (10) working days after the second on-site visit.

**Task 4 Develop Request for Additional Information and Review Applicant's Responses**

The contractor shall provide qualified professionals to prepare formal request for additional information (RAI), when determined appropriate, to obtain additional information to continue with the LRA safety review. The RAI shall cite the technical and regulatory basis for requesting the information. The contractor shall also provide qualified professionals to review the applicant's responses to the request for additional information (RAI) and to determine whether the applicant's response is acceptable.

The deliverables for this task are (1) draft RAIs, (2) technical edited final RAIs and (3) documentation of acceptability for incorporating into the draft audit and review report (unless the report has been completed before the RAI response is received) and the SER input.

The specific schedule for completing the draft RAIs and final RAIs sections will be mutually agreed upon between the NRC team leader and the contractor project coordinator. For planning purposes, the contractor shall deliver the draft RAI the TM no later than five (5) working days after assigned. The contractor shall revise the draft RAIs to reflect the NRC staff comments and shall deliver the final RAIs no later than three(3) working days after receipt of the NRC's comments on the draft RAIs. The contractor shall deliver the documentation of acceptability to the NRC TM no later than seven (7) working days after receiving the response from the applicant.

**Task 5 Final Audit and Review Report**

The contractor shall provide qualified professionals to prepare the final audit and review report. The final audit and review report shall incorporate comments from the peer review, comments from the NRC staff, and responses from the RAIs. The contractor shall also provide technical writing and editing services to prepare the final audit and review report.

The deliverable for this task is the technical edited final audit and review report.

For planning purposes, the contractor shall deliver the final audit and review report to the TM no later than eight (8) working days after receiving consolidated comments from the TM.

**Task 6 Prepare SER Input**

The contractor shall provide qualified professionals as well as technical writing and editing services to prepare the draft and final SER input that incorporates the results of the AMPs and AMRs audits and reviews as documented in the final audit and review report.

The SER input shall be prepared in accordance with the writing guidelines provided in the audit plan and the "Writing Guide and Template for Preparing License Renewal Application Safety Evaluation Report Input." It should be noted that the information and materials needed to prepare the SER input is largely taken directly from the audit and review report. Thus, this task is less technical effort and more formatting, writing, and editing. The NRC team leader will

provide the SER input template and recently-issued SER input to the contractor prior to the start of this Task.

The deliverables for this task are (1) draft SER input and (2) technical edited final SER input.

The specific schedule for completing the draft SER input will be mutually agreed upon between the NRC team leader and the contractor PM. However, no later than fifteen (15) working days after completing the final audit and review report, the contractor shall deliver a draft of the SER input to the NRC team leader for review and comment. The NRC team leader will coordinate any internal NRC staff review of the draft SER input and will prepare a consolidated set of NRC staff comments. The project team leader will provide the comments to the contractor and will discuss them with the contractor. The contractor shall revise the draft SER input to reflect the NRC staff comments and shall deliver the final technical edited SER input no later than five (5) working days after receipt of the NRC team leader's comments on the draft SER input.

#### Task 7 ACRS Meeting Support

The contractor shall provide one of the key personnel (specialist) to support RLEP-B staff during the ACRS meeting to present the results of the LRA safety review. The activities could include: providing information, preparing input for the staff's presentation, and participating in the dry run and the ACRS meeting. The ACRS meeting is normally held several months after the completion of the audit and review report and the SER inputs. The estimated effort should include refreshing of the specialist on the review and any technical issues. The dry run could be accomplished through telephone conference, if required. A one-day trip to Rockville, MD shall be included in the estimate to support the ACRS meeting.

The deliverable for this task is contractor staff support for the duration of the ACRS meeting at NRC Headquarters and support services for the dry run via telephone conference.

#### Task 8 Status Reports

For cost control purposes, the contractor shall submit bi-weekly time and labor support reports. The reports shall include itemization of time spent by individual project team members in performing assigned tasks. The NRC TM will provide the format for contractor submission of the applicable information. The completed report shall be e-mailed to the NRC TM with a copy to the PO.

The deliverables for this task are (1) completed bi-weekly time and labor report and (2) the monthly status report.

### 5. MEETINGS AND TRAVEL

The following meetings and travel (for one plant) are anticipated.

#### Meetings with the NRC

1. One, two-day working meeting with the NRC team leader to finalize the audit plan and prepare for the audit. This meeting will be led by the NRC team leader at the contractor's office. The contractor shall provide a facility for this meeting.

2. One, three-day working meeting to support writing of the audit and review report. Assume that the project team members, including the coordinator, will participate for 50 percent the meeting and that a technical writer and editor will participate for 75 percent of the meeting. This meeting will be led by the NRC team leader at the contractor's office. The contractor shall provide a facility for this meeting.
3. One, three-day working meeting to support writing of the SER input. Assume that the contractor team coordinator and selected project team members will participate for 50 percent of the meeting and that a technical writer and editor will participate for 75 percent of the meeting. This meeting will be led by the NRC team leader at the contractor's office. The contractor shall provide a facility for this meeting.
4. One, one-day progress review meeting between the NRC technical monitor, the NRC PM, and the contractor team coordinator (and the project team members, as appropriate). This meeting will be led by the NRC PM at the contractor's office. The contractor shall provide a facility for this meeting. If practicable, this meeting will be combined with one of the meetings specified above.
5. One, one-day meeting with the NRC staff and the ACRS members at Rockville, MD to support the ACRS meeting.

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

#### **Travel**

1. Two, five-day, up to five-person trips to the applicant's offices located at or near the plant site to perform audits and technical reviews. (Typically, Monday and Fridays will be travel days. However, some project team activities will begin on Monday afternoon and will end Friday afternoon.)
2. One, two-day, one-person trip to the applicant's offices located at or near the plant site, to perform final audits and technical reviews, if required. This trip may be combined with the public exit meeting for the audit and review activities.
3. One, two-day, one-person trip to NRC Headquarters to discuss status and plans.
4. One, two-day, one-person trip to NRC Headquarters to support the ACRS meeting.

#### **6. NRC FURNISHED MATERIALS**

1. Paper copies and electronics copies of the applicable LRA.
2. Audit plan template, AMPs Worksheet Template and a recently-issued audit plan.
3. The split-of-work table.

4. "Writing Guide and Template for Preparing License Renewal Application Audit and Review Report" and a recently-issued audit and review report.
5. "Writing Guide and Template for Preparing License Renewal Application Safety Evaluation Report Input" and SER input examples. Issued SERs can be viewed for completed application and are available on the NRC website at:  
<http://www.nrc.gov/reactors/operating/licensing/renewal/applications.html>
6. Other applicable background information and reference documentation, including the GALL Report is available on the NRC website at:  
<http://www.nrc.gov/reactors/operating/licensing/renewal/guidance.html>

## 7. LICENSE FEE

The work for all Tasks, except Task 7, is license fee recoverable.

## 8. DELIVERABLES

### Technical Reporting Requirements

Unless otherwise specified above, the contractor shall provide all deliverables as draft products. The NRC TM or team leader 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 NRC TM or team leader, and then deliver the final version of the deliverable. When mutually agreed upon between the contractor project coordinator and the NRC team leader, 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 NRC TM's comments on previous draft.

The contractor shall provide the following deliverables in hard copy and electronic formats. The electronic format shall be provide in WordPerfect 8.0 or other word processing software approved by the NRC TM, and in Adobe Acrobat file (pdf). For each deliverable, the contractor shall provide one hard copy to both the NRC team leader and the NRC TM and upon request, electronic copies to the NRC TM on CD-ROM.

Task	Deliverable	Nominal Schedule
Audit Plan Development	Draft Audit plan	5 days after receiving work split table
	Final Audit Plan	5 days after receiving NRC comments
Conduct and Document the AMPs Audit	Completed AMPs Worksheets	5 days after the first on-site visit
	Draft AMPs Section	5 days after the first on-site visit
	Final AMPs Section	5 days after receiving NRC comments
	Draft Audit and Review	10 days after the third on-site

Task	Deliverable	Nominal Schedule
Conduct and Document the AMRs Review	Report	visit
Develop Request for Additional Information and Review Applicant's Response	Draft RAIs	5 days after assigned
	Final RAIs	3 days after receiving NRC comments
	Documentation to be included in the audit and review report	7days after receive response from the applicant
Final Audit and Review Report	Final audit and review report	8 days after receiving consolidated NRC comments
SER Input	Draft SER input	15 days after completing the final audit and review report
	Final SER input	5 days after receiving consolidated comments on draft SER input
ACRS Meeting Support	ACRS meeting support	ACRS Meeting
Status Report	Bi-weekly time and labor form	Bi-weekly
	Technical Status Report	15 <sup>th</sup> of the month

### Monthly Status Report

The contractor shall provide a Monthly Status Report to the NRC Project Officer (PO), Technical Monitor (TM) and Contracting Officer (CO) by the 15th of each month. The report should be transmitted electronically to the PO and TM, with a hard copy sent to the CO. The report shall provide the technical and financial status of the effort.

The technical status section of the report shall contain a summary of the work performed under each task/task order during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and travelers for each trip.

The financial status section of the report shall include the total contract award amount and funds obligated to date; total costs incurred in the reporting period, broken down by direct and indirect costs, and total cumulative costs incurred to date. The status shall also contain the balance of obligations remaining at the end of the period and balance of funds required to complete the contract/task order. Additionally, if applicable, the report shall address the status of the Contractor Spending Plan (CSP), showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The report should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than \$500.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

## 9. PERIOD OF PERFORMANCE

The period of performance is the award date, through December 15, 2006. This delivery order also contains an option for the Audit and Review of the Entergy Plant. This optional review shall be performed within the order's period of performance.

## ORDER TERMS, CONDITIONS, AND REQUIREMENTS

### A. PROJECT OFFICER

The Contracting Officer's authorized technical representative hereinafter referred to as the project officer for this order is:

**Project Officer:** Sally Adams ([SAA2@NRC.GOV](mailto:SAA2@NRC.GOV))  
Telephone Number: (301) 415-0209  
Office of Nuclear Reactor Regulation  
Division of Regulatory Improvement Programs  
Mail Stop: O12-E5  
Washington, D. C. 20555

**Technical Monitor:** Kenneth Chang ([KXC2@NRC.GOV](mailto:KXC2@NRC.GOV))  
Telephone Number: (301) 415-1198  
Office of Nuclear Reactor Regulation  
Division of Regulatory Improvement Programs  
Mail Stop: O11-F1  
Washington, D. C. 20555

- a. Performance of the work under this order is subject to the technical direction of the NRC project officer and technical monitor. The term "technical direction" is defined to include the following:
  1. Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.
  2. Provide advice and guidance to the Contractor in the preparation of drawings, specifications, or technical portions of the work description.

1. Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO changes in requirements.
2. Assist the Contractor in the resolution of technical problems encountered during performance.
3. Review all costs requested for reimbursement by the Contractor and submit to the CO recommendations for approval, disapproval, or suspension of payment for supplies and services required under orders.

## B. KEY PERSONNEL

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:



The Contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the Contractor's request and the contracting officer shall promptly notify the Contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

3. Review and, where required by the order, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the order.
- b. Technical direction must be within the general statement of work stated in the order. The project officer and technical monitor do not have the authority to and may not issue any technical direction which:
    1. Constitutes an assignment of work outside the general scope of the order
    2. Constitutes a change as defined in the "Changes" clause of the GSA contract.
    3. In any way causes an increase or decrease in the total fixed price or the time required for performance of any orders.
    4. Changes any of the expressed terms, conditions, or specifications of the order or associated BPA.
    5. Terminates the order, settles any claim or dispute arising under the order, or issues any unilateral directive whatever.
  - c. All technical directions must be issued in writing by the technical monitor or project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the CO. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the CO.
  - d. The Contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
  - e. If, in the opinion of the Contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the Contractor may not proceed but shall notify the CO in writing within five (5) working days after the receipt of any instruction or direction and shall request the CO to modify the order or associated BPA accordingly. Upon receiving the notification from the Contractor, the CO shall issue an appropriate modification or advise the Contractor in writing that, in the CO's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
  - f. Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the order or associated BPA.
  - g. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.
  - h. In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

## C. BILLING INSTRUCTIONS

**General:** The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

**Number of Copies:** An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

**Designated Agency Billing Office:** Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5,000 or more, shall additionally be sent to:

Chief, Property Management Branch  
Division of Facilities and Property Management  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North - Mail Room  
11555 Rockville Pike  
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

**Agency Payment Office:** U.S. Nuclear Regulatory Commission  
 Division of Accounting and Finance GOV/COMM  
 Mail Stop T-9H4  
 Washington, DC 20555

**Frequency:** The contractor shall submit a voucher or invoice monthly only after the NRC's acceptance of services rendered or products delivered in performance of the delivery order unless otherwise specified in the contract.

**Preparation and Itemization of the Voucher/Invoice:** To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number and delivery order number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

For labor-hour delivery orders with a ceiling, provide a breakdown by task of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

Category	Current Hours	Fixed Rate	Current Billed	Cumulative	
				Hours	Total Billed
Sr. Scientist	100	35.00	\$3,500.00	500	\$ 17,500.00
Engineer	100	25.00	\$2,500.00	100	\$ 2,500.00
Totals:			\$6,000.00		\$ 20,000.00

**Invoices for the order shall be broken down by task.** You must also provide a consolidated summary (cover sheet) of the total amount billed inclusive of all tasks. The summary must contain the cumulative amount invoiced to date.

6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From:	From:	
To:	To:	\$

Provide supporting documentation (receipts) for travel expenditures in excess of \$75.00 in an attachment to the invoice/voucher.

Billing of Cost After Expiration of Order: If costs are incurred during the delivery order period and claimed after the order has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the order may not exceed the total U.S. dollars authorized under the order.

Supersession: These instructions supersede any previous billing instructions.

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

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

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

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

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

(c) Work for others.

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

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

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

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

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

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

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

(d) Disclosure after award.

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

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

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

(e) Access to and use of information.

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

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

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

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

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

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

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

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

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

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

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

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

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

## **SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

### **FAR 52.204-7, "Central Contractor Registration (OCT 2003)"**

FAR 52.204-7 is applicable and hereby incorporated by reference into this order.

### **FAR 52.232-7, "PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS"**

FAR 52.232-7 is applicable and hereby incorporated by reference into this order.

## **ELECTRONIC ATTACHMENTS**

- (1) Template For Audit and Review Plan for Plant Aging Management Programs and Reviews
- (2) Plain English Guidelines for Preparing Audit and Review Reports