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OCAL REPRODUCTION

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347. (REV. 3/2005) RRESCRIBED N 1554/FAR 48 CFR 53.213(e) 52.212-4.

CONTRACT TERMS AND CONDITIONS--

**SEP 2005** 

COMMERCIAL ITEMS

# A.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2006)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1)52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
  - (2)52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- [] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
  - [] (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- [] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - [] (4) [Reserved]
  - [] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
  - [] (ii) Alternate I (OCT 1995) of 52.219-6.
  - [] (iii) Alternate II (MAR 2004) of 52.219-6.
  - [] (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
  - [] (ii) Alternate I (OCT 1995) of 52.219-7.
  - [] (iii) Alternate II (MAR 2004) of 52.219-7.
  - [] (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
  - [] (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
  - [] (ii) Alternate I (OCT 2001) of 52.219-9.
  - [] (iii) Alternate II (OCT 2001) of 52.219-9.
  - [] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- [] (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - [] (ii) Alternate I (JUNE 2003) of 52.219-23.

- [] (iii) Alternate II (OCT 1998) of 52.219-23.
- [] (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [] (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  - [] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
  - [X] (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
  - [X] (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
  - [X] (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
  - [X] (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- [X] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
  - [X] (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- [X] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- [] (21)52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- [] (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
  - [] (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
  - [X] (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- [] (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-53).
  - [] (ii) Alternate I (JAN 2006) of 52.225-3.
  - [] (iii) Alternate II (JAN 2006) of 52.225-3.
  - [] (25) 52.225-5, Trade Agreements (JUN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - [] (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
  - [] (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

- [] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- [] (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
  - [] (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
  - [] (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [] (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
  - [] (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
  - [] (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).
- [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi)52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

# A.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4- character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number--
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.
    - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company Physical Street Address, City, State, and Zip Code.
    - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
    - (v) Company Telephone Number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

#### A.3 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.

#### STATEMENT OF WORK

# Large Event Tree Linking Methodology Training for NRR Reviewers

#### Background

The Nuclear Regulatory Commission is responsible for inspecting the facilities of licensees who generate electrical power from pressurized water reactors and boiling water reactors to determine whether operations are conducted in compliance with Federal regulations and license conditions and to identify conditions which might adversely affect the health and safety of the public, the environment, or the common defense and security.

Probabilistic Risk Assessment (PRA) is an analytical tool that quantifies the likelihood, and the consequences of potential outcomes of postulated events. The combination of likelihood and consequences is referred to as a measure of risk. As practiced in the nuclear power field, PRA has focused on events that have the potential to result in reactor core damage, and subsequently, impact health and safety.

The NRC established the PRA Technology Transfer Program in 1981 to train reactor program personnel and others who need general and advanced knowledge of PRA techniques to enable them to evaluate PRA applications; and apply PRA techniques to regulatory, licensing, and inspection issues.

## Contract Objective

The purpose of this procurement is to obtain a course that will familiarize NRR reviewers with the "large event tree linking" method of PRA modeling, originally developed by Pickard, Lowe and Garrick (PLG). The course should assume a detailed knowledge of fault tree linking methods and little or no knowledge of the PLG method. The course may use the Riskman software that supports the PLG methodology, but the course objectives should not include how to use the software itself. The students should be able to demonstrate an understanding of the PLG method, including how event trees are linked, the use of rule and equation files, modeling of common cause failure and other built-in Riskman features, and overall interpretation of results.

This course will be presented once in Fiscal Year 2007.

## Scope of Work

The contractor shall furnish the necessary qualified personnel, materials and services to develop and present a training course in accordance with the attached list of proposed topics. Course length should be limited to approximately 32 hours of instruction.

- 1. Course Development and Presentation
  - a. The course objectives shall be accomplished through a combination of lectures, discussions, demonstrations of equipment and exercises providing hands-on experience with the PLG methodology and familiarity with the Riskman code.
  - b. The contractor shall develop a detailed outline and schedule of the subjects to be

covered. The content of the final outline shall be approved by the NRC Project Officer.

- c. The contractor shall use formal lesson plans for presenting the lectures and demonstrations. The contractor shall clearly define and develop learning objectives for each topic.
- d. The contractor shall provide each student with a 3-ring binder (or similar type binder) containing text and handout materials. The contractor shall provide for each student, a copy of all view graphs and other important visual aids used during the presentation of the course.

# 2. Technical Qualification Requirements

Any proposed instructors should be intimately familiar with the application of the PLG methodology and Riskman code and have experience in either applying the methodology industrially and providing training/briefings on other material, or providing training on the methodology itself.

# 1. General Information and Requirements

- a. The number of students in each course shall be approximately eight (8) to sixteen (16) with one (1) additional observer designated by the NRC Project Officer.
- b. Classes shall typically start at 8:30 AM and end about 4:00 PM, allowing 10 minute breaks about every hour and one hour for lunch. Approximately 6 hours of instruction time are available per day.
- b. The contractor shall arrive in sufficient time prior to the start of the class to check/setup the training room, layout course materials, prepare equipment, etc. as necessary.
- c. On the first day of class, the contractor shall ensure required student information sheets are completed and shall inform participants of the requirements for satisfactorily completing the objectives of the course.
- d. Exact dates for the course are to be arranged with the contractor at least sixty (60) days before the course. The NRC Project Officer and the contractor will mutually agree to the actual date the course will be conducted.
- e. The NRC will notify the contractor no later than thirty (30) days prior to the time the course is scheduled to begin if rescheduling is necessary due to insufficient student enrollment.
- f. The NRC Project Officer will review the material and provide their approval or disapproval within fourteen (14) days after receipt from the contractor. If the material is determined to be unacceptable by the NRC Project Officer, the contractor shall correct any deficiencies and resubmit the material for approval. NRC approval of the material will be required at least thirty (30) days prior to the

start of the course.

It is anticipated that the course material (once finalized) will remain stable during the period of performance of this contract.

# 4. Reporting Requirements

The contractor shall submit a letter report summarizing the course activities at the completion of each course.

The report shall include as a minimum:

- a. Original and summary of student course evaluations
- b. A list of students and completed student information sheets
- c. Contractor's recommendation for course improvement

#### **NRC Furnished Material**

Upon request, the NRC will furnish the contractor with at least one copy of applicable NRC documents deemed necessary to support course development and presentation, such as Regulatory Guides, Information Notices, Bulletins and NUREGs.

The NRC will furnish, during the draft course material development phase student information sheets and student course evaluation forms. These are to incorporated into the student manual and will be used to collect student data and information during the course presentation.

The NRC shall be responsible for preparing course announcements, student registration, and preparing course completion certificates.

Deliverable Items/Delivery Schedule

ITEM	DESCRIPTION	QUANTITY	SCHEDULE
1	Draft course outline, schedule and learning objectives	1 Copy	Within 60 days after contract award
2	Draft student materials, handouts	1 Сору	Within 90 days after contract award
3	Final course outline, schedule, student materials, handouts	As specified for the number of students registered to attend the course.	30 days prior to the start of the course. Delivered to the course session location.
4	Report specified in Article I, Part C.4	1 Сору	30 days after completion of the course

# Place of Performance

The course will be presented at NRC Headquarters, Rockville, MD.

# **Proposal Evaluation Criteria**

Organizational Capability is equal to Qualification of Personnel, and both combined are more important than price.

		Weight (100 points)
Org	(50)	
1.	Documented evidence of knowledge/ability experience to develop and present the course described in this statement of work.	(30)
2.	Adequacy and completeness of the offeror's proposed course materials (texts, instructor's guides, visual aids, and learning objectives).	(20)
,		•
Qua	lification of Personnel (no page limits)	(50)
1.	Knowledge of course subject matter.	(25)
	Based upon formal training, education, and specific jobs and position experience per Statement of Work.	
2.	Instructional Experience	(25)
	Directly related teaching experience as a training instructor of professional adult learners. Demonstrated experience designing and developing customized training objectives, student exercises and materials and visual aids for support of instructor presentations.	

## **Description of Desired Training**

Training is needed on the PLG PRA methodology. The intended audience would be individuals knowledgeable in PRA practices with extensive experience in the fault tree linking (also called small event tree/large fault tree) methodology, but little or no experience in the PLG methodology. The training, therefore, would assume an understanding of PRA techniques and explain the differences of the PLG method to the fault tree linking method. Upon successful completion of the training, the student would be able to understand the methodology at a sufficient level of detail to facilitate reviews of risk-informed applications that use the PLG method. The training should include features of the Riskman software that are important to quantification, including rule files and equations; however, proficiency in use of the Riskman code itself is not desired.

Several licensees use the PLG methodology and have submitted risk-informed license amendment requests that must be reviewed by NRR/DRA personnel. Examples include Beaver Valley and Browns Ferry EDG AOT extension requests, and a number of submittals by the South Texas Project. During on-site reviews of the PRA models at those three sites, DRA personnel found the review hampered by lack of understanding of the PLG methodology, even though the reviewers were experienced PRA practitioners in the fault tree linking approach. Increased understanding of this method is necessary as additional risk-informed submittals are received and as the expectations regarding PRA quality for such applications are increased consistent with the Commission's phased approach.