

**ORDER FOR SUPPLIES OR SERVICES**

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

BPA NO.

1. DATE OF ORDER <b>8/21/06</b>		2. CONTRACT NO. (If any) GS10F0275K		6. SHIP TO:	
3. ORDER NO. DR-02-06-012		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Matthew Blevins	
4. REQUISITION/REFERENCE NO. NMS-06-012/5006R120				b. STREET ADDRESS Mail Stop: TWFN 7J8, 301-415-7684	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie M. Whipple Mail Stop T-7-I-2 Washington, DC 20555				c. CITY Washington	
				d. STATE DC	e. ZIP CODE 20555
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR BATTELLE MEMORIAL INSTITUTE				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 505 KING AVE				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY COLUMBUS				e. STATE OH	f. ZIP CODE 432012693
9. ACCOUNTING AND APPROPRIATION DATA 65015355288 J5574 252A 31X0200 OBLIGATE: \$160,000 FFS# 5006R120 DUNS: 007901598				10. REQUISITIONING OFFICE NMS NMSS/DWMEP/EPAD	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/30/2007		16. DISCOUNT TERMS NET 30
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The Contractor shall perform the work described in the attached Statement of Work entitled "Technical Assistance for the Assessment of NMSS Environmental Review Program", in accordance with Delivery Order No. DR-02-06-012 and GSA Schedule No. GS-10F-0275K.</p> <p>This is a fixed-price labor hour type order with a ceiling amount of \$259,223.</p> <p>The period of performance of this order shall be from the Date of award through March 30, 2007.</p> <p>The amount of \$160,000 is obligated at the time of award.</p> <p>Attachments: 1. Schedule of Prices/Cost 2. Terms &amp; Conditions 3. Statement of Work</p> <p>DUNS#: 007901598</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$259,223	17(i) TOTAL (Cont. pages)
21. MAIL INVOICE TO:							
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2							
b. STREET ADDRESS (or P.O. Box) Attn: (DR-02-06-012)							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$259,233		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Valerie M. Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

Hannah S. Nunn

Name

**Hannah S. Nunn**

Title

**Contracting Officer**

8/18/06

Date

**Schedule of Prices/Cost**

<b>GSA Schedule No.</b>	<b>Labor Category</b>	<b>Rate/hr.</b>	<b>No. of Hours</b>	<b>Total Cost</b>
GS-10F-0275K	ENV Scientist VI	\$ [REDACTED]	[REDACTED]	\$89,472.00
GS-10F-0275K	ENV Manager III	\$ [REDACTED]	[REDACTED]	\$44,503.69
GS-10F-0275K	ENV Functional Specialist III	\$ [REDACTED]	[REDACTED]	\$55,409.20
GS-10F-0275K	ENV Scientist III	\$ [REDACTED]	[REDACTED]	\$38,217.00
GS-10F-0275K	ENV Technical Writer II	\$ [REDACTED]	[REDACTED]	\$7,185.00
GS-10F-0275K	ENV Functional Specialist I	\$ [REDACTED]	[REDACTED]	\$1,288.56
GS-10F-0275K	ENV Administrative Assistance	\$ [REDACTED]	[REDACTED]	\$12,646.92
	<b>Total Direct Labor</b>		[REDACTED]	<b>\$ 248,722.37</b>
	<b>Travel</b>			
	Travel - Battelle			\$ 2,376
	Travel - Subcontractor			\$ 7,007
	G&A			\$ 497
	COFC			\$ 12
	<b>Total Not-to-Exceed Travel</b>			<b>\$ 9,892</b>
<b>Open Market</b>	<b>Purchased Services</b>			<b>\$ 600</b>
	<b>Purchased Services Surcharge</b>			<b>\$ 8</b>
	<b>G&amp;A</b>			<b>\$ 1</b>
	<b>Total Purchase Services</b>			<b>\$ 609</b>
	<b>TOTAL PRICE/COST</b>			<b>\$ 259,223</b>

**TERMS AND CONDITIONS**

**A. SEAT BELTS**

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

**B. CONSIDERATION AND OBLIGATION**

- (1) The total estimated amount of this order (ceiling) is **\$259,233.37**.
  
- (2) The amount presently obligated with respect to this order is **\$160,000.00**. The Contractor shall not be obligated to incur costs above this ceiling/obligated amount unless and until the Contracting Officer shall increase the amount obligated. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**C. TYPE OF DELIVERY ORDER**

This delivery order is fixed price labor hour with a ceiling.

**D. PERIOD OF PERFORMANCE**

The period of performance of this order shall be from the date of award through March 30, 2007.

**E. CLAUSES INCORPORATED BY REFERENCE**

- 1. FAR 52.232-7, "Payments under Time-and-Materials and Labor-hour Contracts."
- 2. FAR 52.243-3, "Changes -- Time-and-Materials or Labor-Hours."

**F. KEY PERSONNEL (JAN 1993)**

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

<u>Name</u>	<u>Title</u>
	Task Leader Lead, Document Reviews Staff Interviewer (HQ) Staff Interviewer (Regional Offices)

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 delivery order 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 delivery order or the service order, the delivery order 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 delivery order price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

**G. 2052.209-71 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION) (OCT 1999)**

I represent to the best of my knowledge and belief that:

The award to Battelle Memorial Institute of a contract or the modification of an existing contract does not involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts,
- (2) Disqualify the offeror, or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

**H. 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 nondisclosure 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 therefore (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.

I. **BILLING INSTRUCTIONS FOR LABOR HOUR TYPE CONTRACTS**

**General:** The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein or a similar format. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

**Number of Copies:** An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. 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  
Mail Stop T-7-I-2  
Washington, D.C. 20555

**HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC.** However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice 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  
11555 Rockville Pike - Mail Room  
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 and Property Management.

**Agency Payment Office:** Payment will be made by the following office:

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

**Frequency:** The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

**Format:** Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other Than Personal" (see Attachment ) or a similar format. **THE SAMPLE FORMAT IS PROVIDED FOR GUIDANCE ONLY AND IS NOT REQUIRED FOR SUBMISSION OF A**

**VOUCHER/INVOICE. ALTERNATE FORMATS ARE PERMISSIBLE PROVIDED ALL REQUIREMENTS OF THE BILLING INSTRUCTIONS ARE ADDRESSED.**

Billing of Costs After Expiration of Contract/Purchase Order: If the costs are incurred during the purchase order period and claimed after the purchase order has expired, the period during which these costs were incurred must be cited. To be considered a proper 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; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the purchase order may not exceed the total U.S. dollars authorized in the purchase order.

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL**

**(SAMPLE FORMAT - COVER SHEET)**

Official Agency Billing Office  
 U.S. Nuclear Regulatory Commission  
 Division of Contracts and Property  
 Management MS: T-7-12  
 Washington, DC 20555-0001

- (a) Purchase Order No:
- (b) Voucher/Invoice No:
- (c) Date of Voucher/Invoice:

**Payee's Name and Address**

(d) Individual to Contact Regarding Voucher/Invoice  
 Name:  
 Telephone No:

(e) This voucher/invoice represents reimbursable costs for the billing period  
 \_\_\_\_\_ to \_\_\_\_\_.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
<u>Direct Costs:</u>		
(1) Direct Labor*	\$ _____	\$ _____
(2) Travel*	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

\* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category, authorized under the purchase order for each of the three activities to be performed under the purchase order. In addition, the contractor shall include travel costs incurred with the required supporting documentation, as well as, the cumulative total of travel costs billed to date by activity.

## STATEMENT OF WORK

### PROJECT TITLE: TECHNICAL ASSISTANCE FOR THE ASSESSMENT OF NMSS ENVIRONMENTAL REVIEW PROGRAM

JOB CODE:	J5574	
B&R NUMBER:	65015355288	
GSA RFQ:		
NRC ISSUING OFFICE:	NMSS	
NRC PROJECT OFFICER:	Edna Knox-Davin	(301) 415-6577
TECHNICAL PROJECT MANAGER (TPM):	Matthew Blevins	(301) 415-7684
FEE RECOVERABLE:	No	
TAC NUMBER:	Not Applicable	
DOCKET NUMBER:	Not Applicable	

#### 1.0 BACKGROUND

In 1999, the Office of Nuclear Material Safety and Safeguards (NMSS) of the U.S. Nuclear Regulatory Commission (NRC) consolidated environmental review responsibilities within a core group of staff. This core environmental review staff was tasked with preparing environmental review guidance, reviewing environmental assessments, and preparing environmental impact statements. As part of an NMSS continuous improvement process, the Environmental and Performance Assessment Directorate (EPAD) is seeking a comprehensive audit of NMSS environmental review policy, procedures, and culture.

#### 2.0 OBJECTIVE

The objective of this task order is to audit (i.e, assess or review) all aspects of NMSS environmental review. The outcome of this review is a detailed report which will assist NMSS environmental review staff in identifying improvements and efficiencies. Specific outcomes are outlined below under Section 4.0 Deliverables.

#### 3.0 STAFFING

The Task Leader shall have in-depth expertise in performing environmental reviews as mandated by the National Environmental Policy Act or in-depth expertise in business process re-engineering. Other contractor personnel shall have an appropriate combination of education, training and experience in environmental review and business process re-engineering to complete specific sections of the environmental review audit.

#### 4.0 SCOPE OF WORK AND DELIVERABLES

The contractor shall develop a draft and final report which details the audit methods used and audit findings.

The contractor shall prepare the documents described below using plain English. The documents shall be as concise as possible while maintaining sufficient detail for NMSS

management to understand the basis for the conclusions reached. Text shall be supported by appropriate tables and graphics.

The work required is described in detail below.

#### 4.1 TASK 1: COLLECT AND REVIEW INFORMATION

The contractor shall collect and review regulatory and policy information related to NMSS environmental reviews, including:

- “Environmental Protection Regulations for Domestic Licensing and Related Regulatory Functions,” Title 10 Code of Federal Regulations, Part 51 (i.e., 10 CFR 51, particularly paragraphs 20-35, 40-45, 60, 70-74, 80-81, 90-94, 97, 100-104, and 116-123),
- Environmental Review Guidance for Licensing Actions Associated with NMSS Programs (i.e., NUREG-1748),
- Final EJ Policy Statement

The information reviewed under this task, by collection or review, shall be used directly in Task 2.

The contractor shall keep the NRC TPM informed (either via email, phone call, or personal meeting) on a bi-weekly basis and describe the information collected and reviewed under this task.

There are no formal deliverables for Task 1. This task shall be closed out approximately 3 months after Task Order issuance.

The work conducted under Task 1 shall be subject to the project management requirements described in Section 5.0 of this SOW.

#### 4.2 TASK 2: PLAN AND CONDUCT NMSS ENVIRONMENTAL REVIEW AUDIT.

The scope of work under this task shall involve the planning and implementation of an audit to evaluate specific aspects of NMSS environmental review. As described in this SOW, audit can mean the review of documents or the use of interviews. The audit is intended to look at a representative sample of staff and documents (e.g., categorical exclusions, environmental assessments, and environmental impact statements). Interviews shall be coordinated through the NRC TPM.

The audit shall consider the topics listed below in preparation of the draft and final audit reports as described under Subtasks A and B and shall be subject to the project management requirements described in Section 5.0 of this SOW.

In planning and conducting the environmental review audit the contractor shall consider the following topics as they relate to the desired outcomes provided in Subtask A and B.

The contractor shall review procedural and administrative aspects of NMSS environmental review. This portion of the audit shall consider such topics as the implementation of regulations and guidance, budget, and staffing issues.

The contractor shall review technical aspects of NMSS environmental review. This portion of the audit shall consider the appropriate identification of issues, level of detail, overall quality, and appropriate use of environmental review documentation.

The contractor shall review current effectiveness of NMSS environmental review. This portion of the audit shall consider environmental review delays, appropriate level of stakeholder involvement, coordination and interaction with customers (i.e., other NMSS divisions), coordination with other regulatory requirements, and NMSS ability to learn and incorporate change.

The contractor shall review current NMSS environmental review training efforts provided by EPAD staff. This portion of the audit shall consider frequency, content, and delivery format.

The contractor shall review current NMSS environmental review staff qualification. This portion of the audit shall consider experience, training, and development programs.

Unless directed otherwise by NRC, the contractor shall concurrently (with Task 1) begin work on Task 2.

#### **SUBTASK A - DRAFT AUDIT FINDINGS REPORT**

This task shall be completed taking into consideration previous work under this SOW and shall be completed no later than 110 business days after the Task Order is issued.

The draft report shall answer the following questions related to NMSS environmental reviews:

1. Areas for improvement.
2. Areas or processes that could be more efficient or effective.
3. Need for additional regulations.
4. Need for additional guidance.
5. Need for different training content or training frequency.
6. EPAD oversight responsibilities.

The draft report shall be summarized (upon delivery) with a one-hour oral presentation for NMSS management. NRC shall provide feedback and comments on the draft report within 20 business days.

#### **SUBTASK B - FINAL AUDIT FINDINGS REPORT**

This task shall be completed taking into consideration previous work under this SOW and shall be completed no later than 25 business days after NRC comments and feedback are received on Subtask A.

The final report shall answer the following questions related to NMSS environmental reviews:

1. Areas for improvement.
2. Areas or processes that could be more efficient or effective.
3. Need for additional regulations.
4. Need for additional guidance.
5. Need for different training content or training frequency.
6. EPAD oversight responsibilities.

The final report shall be summarized (upon delivery) with a one-hour oral presentation for NMSS management.

## **5.0 PROJECT MANAGEMENT**

### **Maintain Effective Communication with NRC Staff**

The contractor shall maintain effective communication with NRC staff to help coordinate the audit. For the duration of Task 1 and Task 2, the contractor shall participate in a bi-weekly telephone call with the NRC's TPM to discuss the progress to date. The contractor's Team Leader and NRC TPM shall participate in quarterly progress meetings held either in Rockville or at the contractor's place of business. Other meetings include the task planning meetings at the initiation of Task 1 and Task 2, and the oral presentation meeting under Task 2, Subtask A and B.

### **Other Communication**

The contractor shall coordinate all necessary NRC communication (other than communications for the Project Officer) for Tasks 1 and 2 through the NRC's TPM.

### **NRC Comments**

The contractor shall consider all NRC comments through the NRC TPM when preparing the draft and final reports under Task 2.

### **Quality Assurance for the Project**

The contractor shall implement and maintain quality assurance for the project in accordance with Section 13.0 of this SOW.

## **6.0 LEVEL OF EFFORT**

### **6.1 TASK 1: COLLECT AND REVIEW INFORMATION**

The estimated level of effort for Task 1 is approximately 0.25 FTE, over a 3-month period anticipated to start in August 2006.

6.2 TASK 2: PLAN AND CONDUCT NMSS ENVIRONMENTAL REVIEW AUDIT.

The estimated level of effort for Task 2 is approximately 0.53 FTE, over a 7-month period anticipated to start in August 2006 with the following breakdown:

<u>Subtask</u>	<u>FTE</u>
A	0.40
B	0.13
Total: (Tasks 1 and 2)	0.78 FTE

7.0 MEETINGS AND TRAVEL

The contractor's Task Leader shall meet with the NRC Project Officer and the TPM at NRC offices in Rockville, Maryland, for planning meetings at the beginning of Tasks 1 and 2, and quarterly for progress reports thereafter. Upon request, the contractor's Task Leader shall meet with the NRC Project Officer and TPM at the NRC offices in Rockville, Maryland. During Task 2, travel may be required to NRC Regional offices. The NRC TPM staff may choose to periodically meet with the contractor in the contractor's offices to review progress and provide input to the project as necessary and desirable. Meetings requiring contractor travel are summarized below.

<u>Topic</u>	<u>Location</u>	<u>Trips</u>	<u>Days</u>	<u>Staff</u>
Task Planning Meetings	Rockville, MD	2	2	2
Quarterly Meetings	Rockville, MD	1	2	1
Interview Meetings	Rockville, MD	5	5	2
Regional Interview Meetings	Arlington, TX	1	2	1
Regional Interview Meetings	Lisle, IL	1	2	1
Draft Audit Report Oral Presentation	Rockville, MD	1	2	2
Final Audit Report Oral Presentation	Rockville, MD	1	2	2

## **8.0 NRC FURNISHED MATERIAL**

The NRC TPM will provide the following materials to the contractor as requested throughout the Task 1 and 2:

- Copies of related documents from NRC's docket file,
- Copy of NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs," and
- Copies of other related guidance or policy as needed to perform audit.

## **9.0 CONTRACTOR ACQUIRED MATERIAL**

No materials are expected to be acquired under this task order.

## **10.0 PERIOD OF PERFORMANCE**

The deliverables and schedule for work conducted under Tasks 1 and 2 are summarized in Appendix A to this SOW.

### **10.1 TASK 1: COLLECT AND REVIEW INFORMATION**

Task 1 work shall be initiated upon notification from the NRC, currently estimated for August 2006. This task shall be closed upon receipt of a letter from the NRC, approximately 3 months thereafter.

### **10.2 TASK 2: PLAN AND CONDUCT NMSS ENVIRONMENTAL REVIEW AUDIT.**

Task 2 work shall be initiated concurrently with Task 1, (expected August 2006) and shall be closed by letter from the NRC approximately 7 months thereafter.

## **11.0 REPORTS**

The deliverables shall be submitted in hard copy and in electronic form. The electronic version shall be portable document format (i.e., \*.pdf). At a minimum, the contractor shall provide 5 hard copies of each deliverable to the NRC's TPM.

## **12.0 TECHNICAL DIRECTION**

Matthew Blevins is designated the NRC TPM for this procurement. Edna Knox-Davin is designated the NRC Project Officer. Technical instructions may be provided to the contractor during the duration of Tasks 1 and 2. Technical instructions shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. Directions, if any, for changes in scope of work, cost, or period of performance will be issued by the NRC Contracting Officer.

### **13.0 STANDARD WORK PRACTICES**

The contractor shall describe an applicable quality assurance program. Specifically, any work (i.e., data, interpretations, models, computations, methods, etc.) developed under the contract shall be performed under an adequate quality assurance program to ensure the technical accuracy and quality of the documents produced. Quality assurance comprises all those planned and systematic actions necessary to provide adequate confidence that the assessments have been satisfactorily performed. Quality assurance shall include verification for completeness, accuracy, and consistency to ensure a high-quality document.

This section does not intend to create the development of a formal quality assurance program nor does it require formal quality assurance program documentation or review.

### **14.0 TECHNICAL PROGRESS REPORT (JAN 1993)**

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

### **15.0 FINANCIAL STATUS REPORT (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
  - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
  - (2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".
- (i) Property status:
  - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
  - (2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."
  - (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.
  - (4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property

**purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.**

**(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.**

**(k) 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.**

**APPENDIX A  
SCHEDULE AND DELIVERABLES**

The schedule for deliverables in Tasks 1 and 2 is outlined below.

<u>Task</u>	<u>Deliverable</u>	<u>Schedule</u>
Task 1	No formal submittals are required under this task.	This task shall be closed out approximately 3 months after task order issued.
Task 2	(A) DRAFT AUDIT REPORT AND ORAL PRESENTATION	110 business days after task order issued.
	(B) FINAL AUDIT REPORT AND ORAL PRESENTATION	25 business days after receipt of NRC comments.