



**BEST VALUE**  
**BLANKET PURCHASE AGREEMENT NO. NRC-DR-03-09-064**  
**GSA FEDERAL SUPPLY SCHEDULE**

In the spirit of Acquisition streamlining, the **U.S. Nuclear Regulatory Commission (NRC)** and **AECOM Technical Services, Inc.** enter into an agreement to facilitate the acquisition of "Technical Assistance for the Environmental Review of License Renewal Applications (LRAs)" from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract(s) GS-10F-0209K,

Federal Supply Schedule contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations and the evaluation of bids and offers. Teaming Arrangements are permitted with Federal Supply Schedule BPA holders in accordance with the terms of their GSA contracts.

The parties agree that the Terms and Conditions set forth in the above referenced GSA FSS contract(s), this BPA, NRC-DR-03-09-064, and those set forth in the individual task order shall govern performance on that order. In no event will the Terms and Conditions set forth in either this BPA or the individual order be construed as changing the scope of the GSA FSS Contract(s) set forth above.

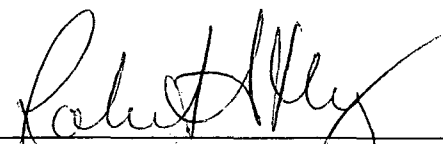
Signatures:

  
Donald A. King  
Contracting Officer  
U.S. Nuclear Regulatory Commission

DATE

8/18/2009

Contractor Authorized Representative DATE

 8/24/09

Title

Director Security Manager

AECOM Technical Services, Inc.

Company Name

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 19 2009

ADM002

# GSA SCHEDULE BLANKET PURCHASE AGREEMENT

NRC-DR-03-09-064

Pursuant to General Services Administration (GSA) Federal Supply Schedule (FSS) contract number(s) GS-10F-0092J ("Contract(s)"), a Blanket Purchase Agreement (BPA) is hereby established between AECOM Technical Services, Inc. and the U.S. Nuclear Regulatory Commission under the terms and conditions of the above stated contract(s) and the following terms and conditions incorporated in this BPA:

## ADMINISTRATIVE DATA

Primary Point of Contact:

AECOM Technical Services, Inc.

(Provide complete name, title,  
corporate address, electronic  
mail address and phone number)

Roberta A. Hurley

10 Patewood Drive, Bldg. VI, Suite 500

Greenville, SC 29615

Phone: (864) 234-3000

Fax: (864) 234-3069

Email: [bobbie.hurley@aecom.com](mailto:bobbie.hurley@aecom.com)

Alternate Point of Contact:

Raymon Thompson

Phone: (904) 279-7220

Fax: (562) 951-7962

Are you a Small Business under NAICS Code 541620 (FAR PART 19.102)? YES **NO X**

Are you a Small Business Administration (SBA) certified Small Disadvantaged Business (SDB)? YES **NO X**

Are you a Woman-Owned Business? YES **NO X**

CAGE CODE: **4L767**

DUNS NUMBER: **003184462**

TIN:

Cognizant DCAA Office (Include  
complete address):

(other auditing activity may be

listed)

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**AUTHORITY**

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

**DESCRIPTION OF AGREEMENT**

Under this agreement, the BPA holder shall provide technical assistance for the environmental review of license renewal applications (LRAs). The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to U.S. Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

**SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA**

Enclosure 1 (Statement of Work) details all services which may be ordered under this BPA.

**A.1 PROJECT TITLE**

The title of this project is as follows:

**TECHNICAL ASSISTANCE FOR THE ENVIRONMENTAL  
REVIEW OF LICENSE RENEWAL APPLICATIONS**

**A.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The contractor shall provide technical assistance from subject matter experts (SMEs) on a task order basis to provide draft and final Site-Specific Environmental Impact Statements (SEIS) sections for multiple plants. This contract is intended to provide assistance to the Environmental Branch (RERB), Division of License Renewal (DLR), Office of Nuclear Reactor Regulation (NRR).

**A.3 TERM OF BPA**

This BPA expires on 08-18-2012 or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by the U.S. Nuclear Regulatory Commission/CO. The BPA holder is required to immediately notify, in writing, the U.S. Nuclear Regulatory Commission/Contracting Officer if at any time prior to 08-18-2012 the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the U.S. Nuclear Regulatory Commission Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA holder by the U.S. Nuclear Regulatory Commission Contracting Officer.

**A.4 PRICE/COST SCHEDULE**

BPA Year One: August 19, 2009 through August 18, 2010				
BPA Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Labor Rate Year 1	Total Labor Estimate per Category
001	Senior Professional III			
002	Project Administrator III			
003	Staff Professional III			
004	Senior Professional III			
005	Senior Professional II			
006	Senior Professional I			
007	Project Professional III			
008	Project Professional II			
009	Staff Professional II			
010	Staff Professional I			
011	Professional III			

Total BPA Year One Labor Estimate				\$189,944.25

BPA Year Two: August 19, 2010 through August 18, 2011				
BPA Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Labor Rate Year 1	Total Labor Estimate per Category
012	Senior Professional III			
013	Project Administrator III			
014	Staff Professional III			
015	Senior Professional III			
016	Senior Professional II			
017	Senior Professional I			
018	Project Professional III			
019	Project Professional II			
020	Staff Professional II			
021	Staff Professional I			
022	Professional III			
Total BPA Year Two Labor Estimate				\$243,416.98

BPA Year Three: August 19, 2011 through August 18, 2012				
BPA Line Item	Vendor GSA FSS Labor Category	Estimated Hours	Labor Rate Year 1	Total Labor Estimate per Category
023	Senior Professional III			
024	Project Administrator III			
025	Staff Professional III			
026	Senior Professional III			
027	Senior Professional II			
028	Senior Professional I			
028	Project Professional III			

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030	Project Professional II			
031	Staff Professional II			
032	Staff Professional I			
033	Professional III			
<b>Total BPA Year Three Labor Estimate</b>				<b>\$188,400.36</b>

<b>BPA Travel (July 20, 2009 through July 19, 2013)</b>		
<b>BPA Line Item</b>	<b>Category</b>	<b>Total Estimated Costs</b>
034	Travel (Cost Reimbursable) The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*	
<b>Estimated Total Travel</b>		<b>\$26,000.00</b>

**BPA CEILING ---****\$647,761.59****PREVAILING TERMS AND CONDITIONS**

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

**A.5 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

[REDACTED]

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.

#### **A.6 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

(a) The contracting officer's authorized representative (hereinafter referred to as the project officer) for this contract is:

Name: Karyn Hannum

Address: U.S. Nuclear Regulatory Commission  
Office of Nuclear Reactor Regulation  
Mail Stop: O-11-F1

Telephone Number: (301) 415-2290

Email Address: [Karyn.Hannum@nrc.gov](mailto:Karyn.Hannum@nrc.gov)

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. 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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does 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 contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the 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 contracting officer. 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 contracting officer.

(e) 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.

(f) 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 contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) 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 contract.

(h) 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.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer 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 contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.



(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

## **A.7 TECHNICAL MONITOR AUTHORITY**

a) The Technical Monitors for this contract is:

Name: Karyn Hannum  
Address: U.S. Nuclear Regulatory Commission  
Office of Nuclear Reactor Regulation  
Mail Stop: O-11-F1  
Telephone Number: (301) 415-2290  
Email Address: [Karyn.Hannum@nrc.gov](mailto:Karyn.Hannum@nrc.gov)

b) The Technical Monitor may issue technical instructions from time to time during the duration of this contract. Technical instructions must be within the general statement of work stated in the contract and shall not constitute new assignments of work or changes of such nature as to justify an adjustment in cost or period of performance.

c) Any modifications to the scope-of-work, cost or period of performance of this contract must be issued by the Contracting Officer and will be coordinated with the Project Officer.

## **A.8 TASK ORDERS**

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provided Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Task Orders upon completion of negotiations of contractor proposals.

## **A.9 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)**

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

#### **A.10 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

## A.11 ORDERS

a. Order Management Requirements: Delivery of services shall be implemented only if directed by an order. The BPA holder shall respond in no more than 15 working days from the issuance of the order to identify the Contractor's Task Leader. The Contractor's Task Leader shall arrange for a meeting between the BPA holder Task Leader and the COTR to obtain the necessary detailed information to proceed with the task.

b. Order Procedures: Each Request for Proposal for an order will contain a Statement of Objectives (SOO), or other performance based work statement, describing the program to be supported, a description of the task, evaluation criteria, the deliverables, an order start and completion date, and the COTR. The BPA holder(s) solicited will respond to the SOO with a Performance Work Statement (PWS), a proposed technical solution including labor mix and hours, and a proposed ceiling or fixed price for the order. Note: The Government will accept order proposals only from BPA holders that it has solicited. The PWS and labor mix will be incorporated into any resulting order. The proposed technical solution may also be incorporated in the order. The BPA holder on a per site basis will assign the Task Leader.

c. Order Accounting: The BPA holder's order accounting system shall provide traceability of all labor hour and cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program's funding citation's Accounting Classification Reference Number (i.e. "acrn" assigned at the "SubCLIN" level in Section B), if required by the program office. Otherwise, traceability shall be at the CLIN level, to include segregation by Government appropriation (i.e. "color of money"), set forth in the order. Under no circumstances will any invoice exceed the period of performance, hours or dollar amount (ceiling price) for any funded order. The BPA holder will separately track and invoice US Government and FMS charges. All invoices submitted for payment shall clearly identify:

1. Government order number.
2. Period of performance
3. Amount due by CLIN
4. Labor hours provided per labor category

d. The BPA holder shall prepare and maintain a Funds and Man-hour Expenditure Report for each order. The BPA holder will submit reports, in contractor format, to the COTR and Contracting Officer on a regular basis as defined by each order. Reporting shall include schedule by task, labor hour expenditures by labor category by task, cost reimbursable elements, calendar of supported travel, reviews, meetings and briefings, deliverables status and an estimated completion date. The report shall also identify the most significant cost driver(s) for each task (i.e. Schedule, Type of Program, and Complexity), the value of the driver, and a brief explanation. The Government shall identify a standard set of activities and definitions. For each task, the BPA holder shall identify the approximate percentage of hours allocated to those activities. Until such a time as the Government provides this standard set of activities, the BPA holder will not be required to provide this information. The Funds and Man-hour Expenditure Report will be prepared and submitted by those individuals covered by company overhead and will not be directly charged to any specific labor category on a specific order. These reports will be submitted electronically.

e. Closeout Procedures: To facilitate closeout of individual orders placed under this BPA, within thirty (30) days of completion of any individual order, the BPA holder shall present a final invoice to the Contracting Officer that contains a complete accounting of hours expended by category, the prices associated with those hours, any cost reimbursable expenses, and a proposed final price. If the Government concurs with the invoice and the proposed final price is within the ceiling price of the order, the Government will issue an order modification converting the order to a firm fixed price order at the proposed final price.

**A.12 LABOR HOUR ORDERS**

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced Task Orders. However, on occasion Labor Hour Task Orders may be issued. This section applies to such orders only.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the BPA holder shall use in the performance of the contract, the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 10%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.

e. Government Reimbursement of BPA holder-Incurred Training Costs in Support of Mission-Unique U.S. Nuclear Regulatory Commission Requirements. BPA holder personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the Task order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of an U.S. Nuclear Regulatory Commission Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts

due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed \$50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

### **A.13 FEDERAL HOLIDAYS**

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

### **A.14 NONPERSONAL SERVICES**

a. In performance of this contract, the BPA holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the U.S. Nuclear Regulatory Commission mission but not otherwise available within U.S. Nuclear Regulatory Commission.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

### **A.15 OBLIGATION OF FUNDS**

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

### **A.16 AUTHORIZED USERS**

Government Contracting Officers representing U.S. Nuclear Regulatory Commission are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

## A.17 MANAGEMENT CONTROL

The BPA holder shall provide to Contracting Officer (CO) a list of all teaming partners or subcontractors within 15 calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing will be provided to the CO within 15 calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all visits to U.S. Nuclear Regulatory Commission Program Offices, unless other specific arrangements have been made.

## A.18 INVOICES

a. Inspection and acceptance shall be accomplished as follows The Government for all services furnished under any resulting order hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

## A.19 BILLING INSTRUCTIONS FOR LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

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

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

**Number of Copies:** A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

**Designated Agency Billing Office:** The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at [NRCPayments@nbc.gov](mailto:NRCPayments@nbc.gov)

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: [Property@nrc.gov](mailto:Property@nrc.gov)

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission  
NRC Property Management Officer  
Mail Stop: O-4D15  
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

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

**Format:** Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

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

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL 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 contract may not exceed the total U.S. dollars authorized in the contract.

**Supersession:** These instructions supersede any previous billing instructions.

## A.20 TRAVEL

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this contract. Reimbursement for travel is limited to that required in the performance of the order. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost-reimbursable basis only. Local travel or the relocation of BPA holder personnel from other geographic areas

for the purpose of staffing an order, are not subject to reimbursement. The Government will not pay travel charges for travel to and from the BPA holder employee's home and U.S. Nuclear Regulatory Commission Headquarters location in Rockville, MD (Govt. Office) or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

The contractor must receive written approval from the NRC Project Officer before taking travel that 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).

The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

## **A.21 SEGREGATION OF COSTS**

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost- reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

## **A.22 PROHIBIT ACTIVITIES**



The BPA holder shall not perform tasks under any resultant order which involve the following:

(a) preparation of any statement of requirements, objectives, or needs to be procured by the Government for technical assistance for the environmental review of LRAs services, whether to be acquired by future orders under the Environmental Advisory Services program/GSA Federal Supply Services Schedule, or by any other contract action at U.S. Nuclear Regulatory Commission;

(b) evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for technical assistance for the environmental review of LRAs services or any other supplies or services;

(c) formulation of "best value" criteria, acquisition plans, solicitations or strategies for the purchase of technical assistance for the environmental review of LRAs-like services;

(d) preparation of documentation for future orders for technical assistance for the environmental review of LRAs services.

### **A.23 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 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.

#### **A.24 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

## **A.25 Compliance with U.S. Immigration Laws and Regulations**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

## **A.26 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.

## **A.27 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

**STATEMENT OF WORK FOR THE BLANKET PURCHASE AGREEMENT****Technical Assistance for U.S. Nuclear Regulatory Commission, Office of Nuclear Reactor Regulation,  
License Renewal Environmental Reviews****1.0 BACKGROUND**

NRC's Office of Nuclear Reactor Regulation is responsible for ensuring the public health and safety through licensing and inspection activities at all commercial nuclear power reactor facilities in the United States. Whereas NRC's primary mandate of protecting public health and safety is governed by the Atomic Energy Act, the mission of protecting the environment is contained in numerous legislative initiatives. These include the National Environmental Policy Act (NEPA), the Endangered Species Act, the Clean Water Act, National Historic Preservation Act, Coastal Zone Management Act, and several other laws. NRC's environmental protection regulations for the nuclear power industry are described in Code of Federal Regulations 10 CFR Part 51.

Complying with NEPA is an NRC obligation. The NRC imposes requirements on its regulated community to provide environmental information as part of a license renewal application. NRC Staff are actively engaged in reviewing license renewal applications at existing power stations. Some of the main activities involve:

- Reviewing license renewal applications (LRAs), including Environmental Reports submitted by the applicant (i.e. owner/operator of the nuclear power plant)
- Preparing site-specific Environmental Impact Statements as a Supplement (SEIS) to NUREG-1437, "Generic Environmental Impact Statement for License Renewal" (Volumes 1 and 2, May 1996, referred to as the GEIS)
- Conducting public meetings before and after the Supplemental Environmental Impact Statement is published to obtain and respond to public comments.

Regulatory guidance for NRC staff to follow when reviewing applications to address radiological and non-radiological environmental issues is found in "Environmental Standard Review Plan" (ESRP, NUREG-1555, March 2000). The NRC uses a multi-disciplinary team of specialists or subject matter experts to facilitate the review of license renewal applications and to produce draft and final sections of the SEIS according to the subject matter assigned. Some of the draft and final SEIS deliverables are to be provided to the NRC through this contract.

**2.0 OBJECTIVE**

The contractor shall provide technical assistance from subject matter experts (SMEs) on a task order basis to provide draft and final SEIS sections for multiple plants. This contract is intended to provide assistance to the Environmental Branch (RERB), Division of License Renewal (DLR), Office of Nuclear Reactor Regulation (NRR).

**3.0 WORK REQUIREMENTS**

The Contractor SMEs shall perform environmental reviews of license renewal applications and shall prepare input to draft and final Supplemental Environmental Impact Statements (SEISs) for one (1) nuclear power reactor LRA review and up to three (3) additional partial LRA environmental review efforts. The reviews shall conform to the requirements of ESRP, NUREG-1555, March 2000. The report inputs shall be written in accordance with NRC review guidance, and shall be consistent with NUREG-0650, "Publishing Documents in the NUREG Series" and NUREG-1379, "NRC Editorial Style Guide." The actual LRA assignments will be designated in the task order issued by the NRC Contracting Officer (CO).

The contractor shall assume a prescriptive 17-month schedule at the start of each project to work with NRC staff in participating on scouting trips, site audits, public meetings, comment binning sessions, SEIS draft and final writing sessions, and completing additional reports as directed in specific task orders.

The standard scope of work for each LRA review and SEIS preparation is described in the following Tasks:

**Task 1.      Orientation/Kick-off Meeting****Requirement**

The contractor team will attend a one-day briefing at the NRC headquarters (or at the contractor's office) and be prepared to discuss the NRC's license renewal process for completing environmental reviews based on documents listed in Section 5.0.

**Standard**

All designated contractor personnel are required to attend the entire contract kickoff meeting.

**Deliverable**

Within thirty (30) days of contract award, a kickoff meeting shall be held at NRC headquarters (HQ) in Rockville, MD or other designated site by the NRC Project Officer (PO).

**Meetings and Travel**

Travel to NRC HQ in Rockville (if designated as location) for a one day kick-off meeting.

**Task 2.      Progress and Program Review Meetings****Requirement**

Progress meetings shall be held quarterly during any active phase of this project. Each of these meetings between the contractor project manager (CPM) and the NRC Technical Monitor (TM) and NRC PO for the contract are expected to last 4 hours. The contractor shall make available key personnel assigned to the active tasks during the course of these meetings.

Annually, a program review meeting, which involves NRC and contractor management, shall be held at the contractor office to review overall program objectives and project performance. This meeting is at the discretion of the NRC and may be waived if Monthly Status Reports are deemed adequate.

**Standard**

All designated contractor personnel are required to attend assigned progress and program review meetings.

**Deliverable**

Progress meetings held quarterly (electronic notes).

Program review meetings held annually (electronic notes).

**Meetings and Travel**

Travel to NRC HQ in Rockville (if designated as location) for 4 hour progress meeting.

**Task 3.      Monthly Status Report and License Fee Recovery Cost Status Report****Requirement****A. Monthly Status Report**

For cost control purposes, the contractor shall prepare a spending plan. This spending plan shall contain the estimated number of hours to be spent by each project team member for each associated task. Each project team member shall sign the initial spending plan to acknowledge the ceiling for their specific effort.

The contractor shall provide a monthly status report by the 15th of each month. The report shall provide the technical and financial status of the effort. The contractor shall transmit the report by electronically (by e-mail) to TBD. A hard copy of the Monthly Letter Status Report (MLSR) shall be delivered to the NRC Contracting Officer (CO). (See attachment 1 for format and content of the MLSR)

The technical status section of the report shall contain a summary of the work performed under each 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 planned work 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 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.

**B. License Fee Recovery cost Status Report**

Pursuant to the provisions on fees of 10 CFR Parts 170 and 171, the contractor shall provide the total amount of funds accrued during the period and cumulative to date for each task order by facility. The License Fee Recovery Status Report must be on a separate page, as part of the monthly status report, in the format provided in Attachment 1.

There should be only one License Fee Recovery Cost Status (LFRCS) table per contract each month. Unit numbers, for example, Nuclear Power Plant X Unit 1 and Nuclear Power Plant X Unit 2, should be identified for each facility included in each table. The facilities should be sorted by docket number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one unit at the same site, each unit should be listed separately and the costs should be split appropriately between the units. Common costs, as defined below, must be identified separately in the LFRCS table each month and must be divided among all plants worked on under the program during the month. The total of the period costs reported in the LFRCS table should equal the total of the period costs reported in the financial status report. In the event the totals of the costs reported in these two tables are not equal, an explanation for the variance should be given as a footnote to the LFRCS table.

"Common costs" are those costs associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: (1) preparatory or startup efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; (2) efforts associated with the lead-plant concept that might be involved during the first one or two plant reviews; (3) meetings and discussions involving the above efforts to provide orientation, background knowledge, or guidance during the course of a program; (4) any technical effort applied to a category of plants; and (5) project management. The format and content requirements for the report are contained in Attachment 1 to this SOW.

This work is license fee recoverable.

**Standard**

Reports include all required information and are delivered on time.

**Deliverable**

Monthly Status Report and License Fee Recovery cost Report delivered by the 15<sup>th</sup> of each month during the contract period of performance.

**Task 4. Environmental Reviews**  
**Requirement**

The contractor team shall attend, or participate via teleconference, a project kickoff meeting for each LRA they are assigned by issuance of a task order. Information on the work assignments, e.g., the split of work between the project team members and other NRC technical staff will be designated in each task order issued.



The Contractor Subject Matter Experts (SMEs) shall review the specified plant's LRA environmental report and identify and organize the technical information necessary for inclusion in the assigned sections of the draft and final SEIS. The TM will provide a SEIS template which is a skeleton electronic file illustrating the format of the SEIS. The Contractor SMEs shall provide technical input to the NRC PO for the draft and final SEIS in an MS Word format ready to be reviewed by NRC and sent to the technical editing and document preparation contractor. Information contained in the SEIS is based on (1) the analysis and findings in the GEIS (NRC 1996, 1999), (2) the LRA environmental report submitted by the applicant, (3) interviews conducted during the site visit, (4) consultation with Federal, State, and local agencies, (5) the staff's independent review (supported by the contractor), and (6) the consideration of public comments.

Formal written requests for additional information (RAIs) may be sent by the NRC to the applicant to fill in gaps in knowledge for completing the draft SEIS. However, the NRC staff expects most, if not all, knowledge gaps will be filled at the site visit. Support to the NRC for completion of the environmental reviews may include comment binning and preparation of responses.

Total time to complete each LRA project is approximately 17 months if a hearing is not required.

**Standard**

The contractor shall participate in all assigned LRA reviews and site visits.

RAIs shall have a technical and regulatory basis.

All deliverable reports shall be provided on time, technically acceptable, with no spelling or grammatical error and in the specified format.

**Deliverable**

The contractor shall provide a finalized project plan with each task order proposal. The plan shall include the schedule and deliverables (MS Project and MS Word) for the duration of the task order.

The contractor shall provide:

- draft assigned sections of the SEIS including a biological assessment, if needed
- binning of public comments on the draft SEIS
- responses to the public comments
- the Final sections of the SEIS

**Travel and Meetings**

Site Visit/Scoping meeting: up to 6-people at or near the plant (CPM and 5 subject matter experts SMEs), 5-day trip

Draft SEIS public meeting: up to 5 people at location near the plant (CPM and up to 5 SMEs) 3-day trip

Draft SEIS writing session: up to 5-people at NRC HQ (or contractor's office) (CPM and 4 subject matter experts), 5-day trip

Final SEIS writing session: up to 2-people at NRC HQ (or contractor's office) (CPM and 1 subject matter expert), 5-day trip

Specific meeting and travel requirements will be identified in each task order issued. Any additional travel will be confirmed with the NRC PO prior to commencement of the travel.

**4.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED**

It is the responsibility of the contractor to assign subject matter experts, technical staff, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet both the technical and regulatory objectives of the work specified in this SOW and subsequent task orders. The NRC will rely on representations made by the contractor concerning the qualifications of the personnel

assigned to this contract, including assurance that all information contained in the technical and cost proposal is accurate and truthful.

With respect to key personnel, the contractor shall assign a Project Manager (CPM) subject to the approval of the NRC. The CPM will serve as the point-of-contact to the NRC, CO, PO, and TM. The CPM shall coordinate the placement of task orders, oversee the efforts of contractor SMEs and support staff, and ensure timely completion and quality of work requirements and deliverables. The CPM may also serve as a technical subject matter expert with the approval of the NRC.

The contractor team shall consist of subject matter experts in the following disciplines: Air Quality/Meteorology, Aquatic Ecology, Terrestrial Ecology, Cultural Resources/Archaeology, Hydrology & Water Quality, and Socioeconomics/Environmental Justice/Land Use. It is the responsibility of the contractor to propose and assign technical staff, employees, subcontractors, or consultants who have the required educational background and work experience to meet the objectives in this statement of work and associated task orders.

The work requires scientists and engineers with the appropriate education and experience in the environmental review of large-scale industrial and energy facilities and familiarity with the operation of commercial nuclear power plants.

For each technical area, extensive information will be reviewed and evaluated for inclusion into the draft and final SEISs. During the review process, which includes a site visit for environmental evaluation, the following information needs are commonly obtained by subject matter experts either from information provided by the applicant or from developed sources. The list provides some indication of the breadth of expertise required which relates to the deliverables described in Section 7.0.

<u>Subject Area</u>	<u>Typical information needed to conduct technical reviews</u>
Air Quality/Noise:	List of permitted air emission sources Records of permit compliance statutes and violations Wind Rose diagrams
Aquatic Ecology:	Use of biocides Listed threatened and endangered species CWA Section 316(a) thermal discharge variance CWA Section 316(b) cooling intake structures
Cultural and Archaeological Resources:	Archaeological surveys Mitigation reports Correspondence from State Historic Preservation Office Advisory Council on Historical Preservation
Hydrology, Water Use, Water Quality:	Local and regional investigations Power plant specific monitoring data Weather information State or Federal NPDES permits State groundwater protection standards Discharge permits
Land Use:	County Zoning Ordinances Planning Documents Adjacent land use reports Land use plans

Socioeconomics: State Reports on Revenues, Energy Assessment  
Population projections  
Distribution of minority and low income census blocks  
Environmental Justice reports and claims  
Traffic and transportation study reports  
Education  
Public Services

Terrestrial Ecology: Listed threatened and endangered species  
Protocols for vegetation management

## 5.0 NRC FURNISHED MATERIALS

The NRC PO will supply the manuscript template for initiating the writing and researching process. The contractor shall be knowledgeable of the guidance documents listed here.

The NRC public website contains information on the license renewal process for safety and environmental reviews including information on regulations, guidance documents, and schedules at <http://www.nrc.gov/reactors/operating/licensing/renewal.html>

The NRC PO will provide the contractor with the license renewal applications. The TM and PO can also provide other applicable background information and reference documentation (e.g. previous environmental statements for the plant). For the purpose of providing a proposal, the NRC web site below, contains samples of license renewal applications and staff SEIS documents.  
<http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1437/supplement20/index.html>

The following NUREG reports related to this effort are available through the NRC Agency-wide Document Access and Management System (ADAMS):

NUREG-1379, Revision 1, "NRC Editorial Style Guide," is available through ADAMS at:  
<http://www.nrc.gov/reading-rm/adams/web-based.html> (accession number ML08220604)

NUREG-544, "NRC Collection of Abbreviations," Revision 4 is available through ADAMS.  
<http://www.nrc.gov/reading-rm/adams/web-based.html> (accession number ML041050544)

An electronic copy of MD 3.7 is available upon request.

The NRC electronic reading room (<http://www.nrc.gov/reading-rm.html>) contains document collections with numerous publications pertaining to license renewal. Several staff-generated NUREG reports and Regulatory Guides are found on the same website:

NUREG-1437: Generic Environmental Impact Statement for License Renewal (GEIS), Volumes 1 and 2, 1996 and Addendum 1, August 1999.

NUREG-1555: Environmental Standard Review Plan (ESRP) Volumes 1 and 2 and Supplement 1. The final ESRP March 2000 (NUREG-1555) is not on the web but is available in ADAMS and on paper or CD. Supplement 1 is specifically for license renewal.

Regulatory Guide 4.2, Supplement 1 published in September 2000, supplements guidance on the format and content of an environmental report to be submitted as part of an application for the renewal of a nuclear power plant operating license (ML003739524).

NRC established new policy instructions on May 28, 2002 for conducting public meetings and providing information in ADAMS and on the web. A checklist is available upon request for planning public meetings through to completion.

The following brochures and fact sheets are most relevant to the work of the contractor. These brochures are available on the web and are distributed at the public meetings:

Brochures <http://www.nrc.gov/public-involve/brochures.html>

Reactor License Renewal [NUREG/BR-0291](#)

Public Involvement in the Nuclear Licensing Process [NUREG/BR-0215](#)

Reporting Safety Concerns [NUREG/BR-0240](#)

NRC: Regulator of Nuclear Safety [NUREG/BR-0164](#)

The US NRC and How It Works [NUREG/BR-0256](#)

Transporting Spent Fuel [NUREG/BR-0111](#)

Regulation and Use of Radioisotopes [NUREG/BR-0217](#)

Public Petition Process [NUREG/BR-0200](#)

The Atomic Safety Licensing Board Panel [NUREG/BR-0249](#)

Citizen's Guide to US NRC Information [NUREG/BR-0010](#)

Reactor Oversight Process [NUREG/BR-1649](#)

Nuclear Power Plant Licensing Process [NUREG/BR-0298](#)

Fact Sheets <http://www.nrc.gov/reading-rm/doc-collections/fact-sheets/index.html>

Nuclear Reactor Licensing Process

License Renewal

NRC Fact Sheet (General) [NUREG/BR-0099](#)

Nuclear Material and Safeguards [NUREG/BR-0137](#)

## 6.0 PERFORMANCE REQUIREMENTS

Contractor performance for each task order will be evaluated based on a feedback form (see sample on attached sheets), to be agreed upon by the Contractor and NRC within 5 days of contract award, and will be rated using the listed categories based on the form.

## 7.0 PERFORMANCE REQUIREMENT SUMMARY

Performance Requirement and Deliverables	Standard	Method of Review	Incentives / Deduction
<b>Task 1</b> Orientation and Kick off meeting	All contractor personnel for this contract are required to attend a one day meeting.	Contractor personnel attend meeting prepared to discuss the format of the SEIS.	Full payment for 100% compliance.
<b>Task 2</b>	All designated	TM/Plant PM/NRC	Full payment for

Progress and Program Review Meetings	contractor personnel are required to attend assigned progress and program review meetings.	review Contractor personnel attend all designated meetings and provide progress reports. .	100% compliance.
<b>Task 3</b> Monthly Status Reports and License Fee Recovery Cost Status Reports	Reports include all required information and delivered on time.	TM/NRC Review	Full payment for 100% compliance and reports delivered by the 15 <sup>th</sup> of each month.
<b>Task 4</b> Technical Support for draft and final SEIS	Participation in site visit, public meetings and writing sessions.  Technically correct reports in specified format.  Timely deliverables.	TM/Plant PM/NRC review  Contractor personnel attend on-site visit and engaged in technical discussion	Full payment for 100% compliance.  Items determined to be technically incorrect will be corrected by contractor at its own expense

## 8.0 SUBCONTRACTS

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

## 9.0 CONFLICT OF INTEREST

This project may involve the development of information for review guidance, acceptance criteria, and/or bases for commercial nuclear power plant license reviews. The results of this effort have the potential to impact entities regulated by the NRC and industry organizations. The contractor must be absolutely free from direct or the appearance of organizational conflict of interest with respect to any of the entities subject to NRC conflict of interest criteria. Approvals will be communicated to the contractor by the NRC Contracting Officer

## 10.0 OTHER APPLICABLE INFORMATION

Compilation of information to conduct site visits and document findings for SEIS input requires extensive interviewing of stakeholders including power plant personnel; elected officials; Federal, State, and local government officials; school superintendent departments; social workers; and members of the public. For example, the ecologists will review recovery plans for endangered species, prepare biological assessments as required by the Endangered Species Act, and determine whether license renewal could affect endangered or threatened species or habitats. The Contractor will interact with Fish and Wildlife Service (for freshwater or terrestrial species) and National Marine Fisheries Service (for oceanic and coastal areas). The contractor will also interact with State and Tribal Historic Preservation Officers to identify locations and effects on historic properties. All stakeholder interactions shall be coordinated with the NRC's PM.

The technical editing and document production of the draft and final SEISs will be provided by a separate contract not included in this scope of work

In the event contentions are admitted for hearing, the contract task orders may be modified to add effort for the contractor team to reply to contentions and participate in hearings. However, the contractor will assume no hearings will occur for the purposes of this proposal.

**11.0 ATTACHMENTS**

1. Sample Monthly Status Report
2. Sample Performance Feedback Form

# GSA SCHEDULE BLANKET PURCHASE AGREEMENT

NRC-DR-03-09-064  
ENCLOSURE 1  
ATTACHMENT 1

## MONTHLY STATUS REPORT – MONTH YEAR

Contract No:  
Job Code:  
Title:  
Period of Performance:  
Contractor Project Manager:  
Phone Number:

### Financial Summary Information - Contract

Total Contract Award Amount:  
Cumulative Task Orders Placed:  
Funds Obligated to Date:  
Total Costs Incurred This Period:  
Cumulative Costs to Date:  
Percent Expended:  
Balance of Obligated Funds Remaining:

### License Fee Recovery Cost Status - Contract

Task Order	Facility Name and Unit	Docket Number	Identification (TAC) Number	Costs	
				Period	Cumulative

### Common Costs

\_\_\_\_\_ No license fee recoverable costs were incurred during the reporting period.

### Task Order Status (by Individual Task Order)

Task Order No: \_\_\_\_\_  
NRC License Renewal Project Manager:

### A. Financial Summary Information

Total Task Order Estimate:  
Funds Obligated to Date:  
Task Order Cost Incurred This Period:  
Cumulative Task Order Costs to Date:  
Percent Expended:  
Balance of Obligated Funds Remaining:

## B. Efforts Completed/Schedule Milestone Information

Plant/LRA	Task	Task Ceiling	Task Expenditures to Date	Percentage Completed to Date	Percentage Expended to Date	Actual Completion Date
Orientation	1					
Plant A	2					
	3					
	4					
Plant B	2					
	3					
	4					
Plant C	2					
	3					
	4					
Plant D	2					
	3					
	4					



## PERFORMANCE ASSESSMENT REPORT

Agreement No: \_\_\_\_\_ Task/Task Order No: \_\_\_\_\_

Rating Period: \_\_\_\_\_

NRC Technical Monitor: \_\_\_\_\_ Contract Facilitator: \_\_\_\_\_

Category	Rating			
<b>I. Technical Performance</b>	Excellent	Satisfactory	Unsatisfactory	N/A
Accuracy				
Thoroughness				
Responsiveness/Quality				
<b>II. Task Management</b>				
Timeliness				
Administration (NRC TM to complete)				
Resourcefulness				
<b>III. Resource Management</b>				
Cost				
Efficiency				

Note: A written justification is require, and must be attached for any rating of Unsatisfactory, however, comments may still be provided with a Satisfactory rating if there are issues of concern.

/ /2009	/ /2009
<b>NRC Technical Monitor</b>  <b>Date</b>  <i>I have reviewed the monthly status reports and find them to be an accurate depiction of the work performed during the rating period.</i>	<b>NRC Project Officer</b>  <b>Date</b>  <i>I concur in the rating provided by the TM.</i>
Comments:	Comments:

See next page for rating description.

## Rating Scale

- E – Excellent:** Met all performance requirements. Highly professional, responsible, and proactive. Significant cost reductions while meeting all contract requirements. Employs highly effective corrective actions resulting in improved performance quality and results. Significantly exceeded expectations.
- S – Satisfactory:** Met most performance requirements; some minor problems, satisfactory corrective action. Met overall cost/price estimates. Most deliveries or report submissions were on-time. Professional and reasonably responsive. Met most expectations.
- U – Unsatisfactory:** Most performance requirements are not met and recovery is unlikely. Overall cost/price estimates not met. Many late deliverables; ineffective corrective actions. Delinquent responses and lack of cooperative spirit. Failed to meet most expectations.
- NA – Not Applicable:** Insufficient data is available to rate the Contractor under a subcategory.

## Subcategory Definitions

- I. Technical Performance (Quality)** - Provides accurate and thorough support services, task order deliverables, and work products. Responsive to Task/Task Order requirements and technical direction.
- Quality of Work/Accuracy** – Rate contractor performance in delivering deliverables/work products/technical support services accurately and free of errors.
- Thoroughness** – Rate contractor performance in fully completing the deliverables/work products/support services that were negotiated.
- Responsiveness/Quantity of Work** – Rate contractor performance in maintaining the workload, attending meetings, responding to TM.
- II. Task Management (Schedule)** - Provides deliverables, work products, and technical support services on time and in accordance with the negotiated schedule. Identifies and resolves problems and provides problem notification to the NRC.
- Timeliness** – Rate contractor performance in completing tasks/deliverables/work products/technical support services on schedule.
- Administration** - Rate contractor performance on responding timely to administrative requests (RFPs, status reports, etc.)
- Resourcefulness/Perceptiveness** – Rate contractor performance in anticipating problems and taking necessary actions to achieve an end beneficial to the Government. Rate contractor performance in notifying the NRC of existing or potential problems.
- III. Resource Management (Budget)** – Manages task resources – cost/labor hours, and personnel effectively and within negotiated budget.
- Skill Match/Efficiency** – Rate contractor performance in assigning personnel in the correct labor categories, with the skills, knowledge and experience required by the task/task order.