

SECTION J – ATTACHMENT J-8

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Nuclear Regulatory Commission Licensed Facilities Procurement

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QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1 INTRODUCTION

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in DE-SOL-0007515, Section C, Performance Work Statement (PWS) entitled Nuclear Regulatory Commission (NRC) Licensed Facilities. This plan sets forth the procedures and guidelines the Department of Energy (DOE) Idaho (ID) Office will use in ensuring the required performance standards or services levels are achieved by the contractor. Other work required under this contract may be monitored and other contractual remedies taken by the Government as needed.

1.1 Purpose

- 1.1.1 This QASP describes the procedures the DOE will use to monitor and evaluate the Contractor's performance. As the contract is considered a performance-based approach to the required tasks in the PRS found in Attachment 1, it is important to note the primary concern of the DOE is with the product and service results provided by the Contractor and not with the procedures used to produce them. Therefore, the QASP focuses on examining the Contractor's product and service results and not the processes used to produce them. It is intended that the QASP be a tool to guide the DOE reviewers in assessing Contractor performance. In some cases specific metrics are used to measure Contractor performance; in other cases subjective judgment and evaluation by DOE personnel will be the determining criteria. This plan describes the methodology utilized to conduct both quantitative and qualitative evaluation of Contractor performance under the contract.
- 1.1.2 The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS, and to ensure that the government pays only for the level of services received.

1.2 Performance Management Approach

- 1.2.1 The PWS structures the acquisition around "what" service and quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken by DOE-ID to monitor the contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the contractor.
- 1.2.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only

exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the contractor flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

1.3 Performance Management Strategy

- 1.3.1 The contractor is responsible for the quality of all work performed. The contractor measures that quality through the Contractor’s Performance Assurance Surveillance Plan (PASP) [Section C.6.5.5.1]. The contractor’s PASP sets forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. This QASP enables the government to take advantage of the contractor’s PASP program.
- 1.3.2 The government representative(s) will monitor performance and review performance reports furnished by the contractor to determine how the contractor is performing against communicated performance objectives. The government will make determinations regarding incentives based on performance measurement metric data and notify the contractor of those decisions. The contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

NOTE: Failure of the Contractor to meet the performance standards will result in the contractor correcting deficiencies at no additional cost to the Government.

1.4 QASP Relation to the Quality Assurance Program

The Contractor’s QAP [Section C.6.5.5 Quality Assurance] is a required element that will be submitted to DOE following the notice to proceed (NTP). DOE expects the implementation of the Contractor’s QAP requirements be sufficient in meeting the Performance Requirements Summary (PRS) as presented in Attachment 1. While the QAP represents the way in which the Contractor will ensure its quality and timeliness of services, as defined in the PWS, the QASP represents the way in which DOE will evaluate the Contractor’s performance. The Contractor’s QAP and the QASP should be complementary programs that ensure successful Contractor performance.

1.5 Revisions to the QASP

The QASP is a tool for use in Government administration of the contract and remains subject to revision at any time by the Government throughout the contract performance period. Revisions to this surveillance plan are the responsibility of the Contracting Officer (CO) or designee. Changes may be made unilaterally at the discretion of the Government.

As the performance period progresses, the levels of surveillance may be altered for service areas in cases where performance is either consistently excellent or consistently unsatisfactory. If observations reveal consistently satisfactory performance, then the amount of surveillance may be reduced. If observations reveal consistent deficiencies, increased surveillance may be implemented.

2 ROLES AND RESPONSIBILITIES

The purpose of QASP is to ensure that the Government is satisfied with the products and services received from the Contractor and to ensure that the Contractor is meeting its contractual obligation to DOE. The roles and responsibilities of the Contractor and Government involved in the QASP are described below.

2.1 Contractor Responsibility

The Contractor is responsible for delivering products or services in accordance with the contract. The Contractor is responsible for implementing its QAP, which is incorporated in the contract. The QAP describes the Contractor's methods for ensuring all products and services provided under the contract meet established performance standards and Acceptable Quality Level (AQL)s. The Contractor is responsible for producing, maintaining, and providing for audit, quality assurance/control records and reports and all records associated with the investigation and resolution of Government identified performance issues.

2.2 Government Responsibility

This section of the QASP briefly defines the duties and responsibilities of key Government personnel involved in contract administration and quality assurance. The key personnel who will be responsible for QASP input are the CO and the COR.

2.2.1 Contracting Officer (CO)

The CO has the authority to administer the contract. The CO may delegate many of the day-to-day contract administration duties to the COR. However, certain contractual actions such as negotiation and issuance of contract modifications, resolution of Contractor claims and disputes, issuance of cure notices (notification that unless unacceptable performance is corrected, the Government may terminate the contract for default in accordance with FAR 49.607), issuance of show-cause letters (following a cure notice, requesting facts bearing on the case), termination of the contract, and contract close-out functions are retained by the CO. The contracting officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer's Representative (COR) and the contractor. The CO will designate one full-time COR as the government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the contractor's performance, and must be identified and designated by the CO.

2.2.2 The Contracting Officer's Representative (COR)

The COR is a federal employee and is designated by name and/or position to act as a liaison between the Government and the Contractor on all issues pertinent to the daily operation of the Contract. The COR represents the CO in the COR functions and therefore is the Contractor's initial point-of-contact with the Government. If modifications to the contract are necessary, the COR will assist the CO in preparing and negotiating the modifications. If there are problems with Contractor performance, the COR will inform the Contractor of the problems and recommend to the CO that adverse contractual actions are appropriate (e.g., cure notice) if the Contractor fails to correct the problem. Also, the COR must refer differences of contract

interpretation to the CO. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for completing QA monitoring forms used to document the inspection and evaluation of the contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

3 PERFORMANCE DESCRIPTION

The required performance standards and/or quality levels are included in the PWS and in the PRS, Attachment 1 to this document. If the contractor meets the required service or performance level, it will be paid the monthly amount agreed on in the contract. Failure to meet the required service or performance level will result in a deduction from the monthly amount.

Performance of the Contractor will be monitored through various surveillance methods described in Section 5: Methodologies to Monitor Performance and Quality Assurance. Performance data gathered will be evaluated to assess Contractor performance against contract requirements.

3.1 Performance Standards and Acceptable Quality Levels

For selected activities in the PWS, the PRS provides a performance standard and an AQL. A performance standard is the required level of Contractor performance. An AQL defines the level of performance that is satisfactory.

The contract requires the Contractor to perform all work as specified. Any inaccuracies or omissions in services or products are referred to as "defects" on the part of the Contractor. The Contractor shall be held responsible for all identified defects, and DOE may require a contractor to re-perform the work at no cost to the Government. The AQLs take into account that in some instances an allowable level of deficiency (deviation) is possible while overall performance continues to meet DOE's desired level of service.

The AQLs included in Attachment 1, Performance Requirements Summary (PRS) Table, for contractor performance are structured to allow the contractor to manage how the work is performed while providing negative incentives for performance shortfalls. If the quality level does not meet or exceed the AQL in the PRS, the Contractor's performance/services will be considered unsatisfactory. Failure to consistently maintain adequate quality performance/services can result in termination for default.

A contract requirement may be composed of several subtasks. A contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may still be taken from the Contractor's invoice. In addition to all of the rights the Government may have, the Government shall, for partially completed work, make the deductions.

3.2 Allowable Deviation

The AQLs define the level or number of performance deficiencies the Contractor is permitted to reach under this contract. AQLs take into account the difference between an occasional defect and a gross number of defects. AQLs can be expressed as a percentage of or as an absolute number (e.g., three per month). There may be instances where 100 percent compliance is required, and no deviation is acceptable (e.g., where safety is involved).

3.3 Substantially Complete

In some cases, service outputs are evaluated using subjective values (e.g., satisfactory, marginal, unsatisfactory). The criteria for acceptable performance and for defects must be defined for these service outputs. The concept of “substantially complete” should be the basis for inspections based on subjective scales.

Work is considered “substantially complete” when there has been no significant departure from the terms of the contract and no omission of essential work. In addition, the Contractor has performed the work required to the best of its ability and the only variance consists of minor omissions or deficiencies.

3.4 Non-Performance

Non-performance occurs when the Contractor’s performance does not meet the AQL for a given requirement. Requirements may contain multiple performance elements; therefore, deficiencies may occur in one or more aspects of performance (e.g., timeliness, accuracy, completeness, etc.) or subject areas of effort.

When surveillance indicates that the Contractor’s service output is not in compliance with the contract requirements, the COR must determine whether the Contractor or the Government caused the deficiency. If the cause of the defect rests with the Government, corrective action must be taken through Government channels. If the cause of the defect is due to action or inaction by the Contractor, the Contractor is responsible for correction of the problem at no additional expense to the Government.

The CO may deduct from the Contractor’s invoice all amounts associated with such non-performed work as established by the PRS or as provided by other provisions of this contract. The CO may afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the CO.

4 METHODOLOGIES TO MONITOR PERFORMANCE AND QUALITY ASSURANCE

The surveillance methods used in the QA process are the tools the Government uses to monitor the Contractor’s products and services. The best means of determining whether the Contractor has met all contract requirements is to inspect the Contractor’s service products and analyze the results. Further, documented inspection results are an effective tool in contract administration. Inspections either confirm the Contractor’s successful achievement of all performance requirements or highlight areas where defects exist and improvements are necessary. In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the government to evaluate contractor performance

when appropriate. The primary methods of surveillance are: File reviews, periodic inspections, random observations, DOE surveillance, customer feedback, etc.

The number of inspections conducted may be reduced in those instances where the Contractor has established a good performance record. In cases of poor performance, DOE may increase the level of surveillance and focus on known problem areas. In either case, the reasons for the change in surveillance will be documented.

5 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

5.1 Determining Performance

The Government shall use the monitoring methods cited to determine whether the performance standards/service levels/AQLs have been met. If the contractor has not met the minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels. Failure to meet the AQL may result in a deduction from the monthly payment, using the deductions shown in Attachment 1.

5.2 Reporting

The government's QA surveillance, accomplished by the CO or COR, will be reported using the monitoring forms in Attachment 2. The forms, when completed, will document the government's assessment of the contractor's performance under the contract to ensure that the required results are being achieved. The CO and COR will retain a copy of all completed QA surveillance forms.

- 5.2.1 All observed work activities shall be documented, both acceptable performance and non-performance. Thorough documentation of unperformed or poorly performed work is essential for tracking Contractor performance throughout the period of performance. The COR will document deficient work by compiling facts describing the inspection methods and results. A sample documentation reporting form is provided in Attachment 2: Sampling Guide/Quality Assurance Monitoring Forms/Inspection Checklist. The COR should develop documentation to substantiate nonconformance with the contract. The COR will decide whether to elevate the problem to the CO for corrective action.
- 5.2.2 The COR will prepare a written report (typically at the end of each month), for the CO summarizing the overall results of the quality assurance surveillance of the contractor's performance. This written report, which includes the contractor's submitted monthly report and the completed quality assurance monitoring forms (Attachment 2), will become part of the QA documentation. It will enable the government to demonstrate whether the contractor is meeting the stated objectives and/or performance standards, including cost/technical/scheduling objectives.
- 5.2.3 Following each evaluation (period), the Contractor may provide a self-assessment to the CO no later than fifteen working days after the end of the evaluation (period). This written assessment of the Contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist in evaluating its performance.

5.3 Reviews and Resolution

- 5.3.1 When the inspections have been completed, the COR will perform an analysis of the Contractor's performance. The analysis may also be performed by independent/oversight groups with subject matter knowledge in the respective field. The purpose of the analysis is to ensure that DOE is receiving high-quality products and services from the Contractor. The COR will review the results of the Contractor rating, and characterize the Contractor's overall performance. Analysis of all types of contract monitoring will result in one of the following outcomes: satisfactory performance, marginal performance, or unsatisfactory performance.

Surveillance frequency may be increased or decreased at the discretion of the Government with, or without, notice to the Contractor.

5.3.2 Satisfactory Performance:

When the Contractor's performance is satisfactory, the performance meets acceptable quality levels and deficiencies are correctable without adverse impact to mission accomplishment or activities. Strengths and weaknesses in performance are on balance where any deficiencies are identified and corrected immediately by the Contractor.

5.3.3 Marginal Performance:

The contractual performance of the task and sub-task being assessed reflect a potential serious problem for which the contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

5.3.4 Unsatisfactory Performance:

When the performance for any service does not meet the AQL, the Contractor's performance is unsatisfactory, and is therefore unacceptable. The following responses are available to the COR regarding that task/subtask:

- The CO and/or COR meet with the Contractor to discuss discrepancies, trends, complaints, and intended corrective measures;
- The level of surveillance is increased until the Contractor demonstrates acceptable performance over a period of time;
- The COR issues a contract discrepancy report for each service that does not meet its AQL;
- Should deficiencies be significant and affect multiple requirements, CO action such as a 'Cure' notice may be appropriate.
- CO will deduct from the Contractor's invoice all amounts associated with such unsatisfactory work as established in the PRS or as provided by other provisions of the contract; unless the CO afforded the Contractor an opportunity to re-perform, and the Contractor satisfactorily completes the work; or
- CO may perform the services by Government personnel or other means.

5.3.5 Remedial Action:

The Federal Acquisition Regulation (FAR) allows for remedies in the event that the Contractor fails to perform the required services.

For a Contractor, the Government may require the Contractor to correct services that failed to meet contract requirements. If the Contractor fails to proceed with reasonable promptness to

perform the required corrective action, the Government may (i) by contract or otherwise, perform the correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under the contract; or (ii) terminate the contract for default. The deductions included in Attachment A are considered to be commensurate with the value of the associated services.

- 5.3.6 Should the Government elect to afford the Contractor an opportunity to re-perform the work, the CO may, at its sole discretion, elect not to take further action if: (1) the Contractor is working in good faith with the Government to correct the problem(s) in the future; and (2) the Contractor does not have a repetitive trend of non-performed and unsatisfactory work for the same requirements.
- 5.3.7 Should the Government elect to perform the services by Government personnel or other means, the CO will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or the actual costs of other means that accomplished the services.
- 5.3.8 The CO must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unacceptable performance. The CO will give the Contractor written or verbal notice of deficiencies prior to deducting for non-performed or unsatisfactory work.
- 5.3.9 The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination in accordance with FAR clause 52.249-8, Default (Fixed-Price Supply and Service), in Section I.

6 PERFORMANCE REQUIREMENTS SUMMARY

The Contract Requirements listed in the table below, Performance Requirements Summary (PRS), summarize specific work scope to be performed under this contract. The Performance Requirements associated with each Contract Requirement are as shown in the PRS and include:

6.1 Required Service.

The required services to be evaluated are identified in column 1 of the PRS.

6.2 Performance Standard.

The performance standard for each required service is identified in column 2 of the PRS. This identifies a narrative summary of the expected service level for each required service.

6.3 Acceptable Quality Level (AQL).

The AQL for each required service is identified in column 3 of the PRS. The AQL is the quality of performance which, when not met, indicates that the Contractor's quality of performance/services is unsatisfactory. The AQL when expressed as a percentage represents the percentage of inspected items that must be acceptable to meet the AQL. It does not represent the percentage of items inspected.

6.4 Methods of surveillance.

The methods of surveillance for each required service is identified in column 4 of the PRS. The surveillance method describes how the AQL will be evaluated (i.e., reviews, periodic inspections, random observations, surveillances or audits, etc.)

6.5 Deduction.

The deduction for each required service, as evaluated, is identified in column 5 of the PRS. The deduction represents the monetary deduction for not meeting the AQL, either in a percentage of the line item cost or a flat deduction.

In addition, in accordance with FAR 52.246-6, Inspection – Time-and-Material and Labor-Hour, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. The cost of replacement or correction shall be determined under FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit.

Profit reduction for work that is accomplished for the replacement or correction of work is established at 8%.

ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Deduction
PWS C.2.1 Transition	The Contractor assures that all work for which the Contractor is responsible under the contract is continued without Disruption within 90 days from NTP.	100%; Successful completion of transition activities within 90 days following NTP.	Observation, Inspection.	Maximum of \$500 dollars per calendar day that completion of transition is delayed.
PWS C.3.2 FSV Operations	The Contractor shall be responsible for the safe and compliant conduct of operations at the FSV facilities in accordance with the NRC license.	Zero Notices of Violation (NOV) from NRC or DOE and Zero Programmatic Conditions Adverse to Quality (PCAQ)	Reviews, periodic inspections, random observations, surveillances or audits performed by DOE or NRC.	Maximum of \$500 per non-compliance resulting in a NOV or PCAQ identified. This is in addition to any NRC Fine.
PWS C.3.3 FSV Physical Security	Security services are performed in accordance with the FSV license. The Contractor shall implement the FSV PPP and provide all physical security resources for FSV in accordance with the NRC license.	Zero NOVs from NRC or DOE and Zero PCAQs	Reviews, periodic inspections, random observations, surveillances or audits performed by DOE or NRC.	Maximum of \$500 per non-compliance resulting in a NOV or PCAQ identified. This is in addition to any NRC Fine.
PWS C.3.3.2 Classified Information Security	The Contractor shall store and control classified materials at FSV in accordance with the PWS	Zero NOVs from NRC or DOE and Zero PCAQs	Reviews, periodic inspections, random observations, surveillances or audits performed by DOE or NRC.	Maximum of \$500 per non-compliance resulting in a NOV or PCAQ identified.

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Deduction
	requirements. The Contractor shall be responsible for the performance of document classification and declassification.			This is in addition to any NRC Fine.
PWS C.4.2 TMI-2 Operations	The Contractor shall be responsible for the safe and compliant conduct of operations at the TMI-2 facility in accordance with the NRC license.	Zero NOV's from NRC or DOE and Zero PCAQs	Reviews, periodic inspections, random observations, surveillances or audits performed by DOE or NRC.	Maximum of \$500 per non-compliance resulting in a NOV or PCAQ identified. This is in addition to any NRC Fine.
PWS C.4.2.1.1 Development and Submission of the TMI-2 License Renewal Application	The Contractor shall continue the development of the TMI-2 license renewal application (PLN-3660) for submittal by DOE to NRC by March 2017.	Deliverable provided per the Deliverable Schedule in Section J, Attachment J-2, and is technically accurate and complete.	DOE surveillance.	Maximum of \$500 per calendar day application is past the due date.
PWS C.4.2.1.2 Support of the License Application during the NRC Review Process	The Contractor shall support the renewal process to ensure NRC license approval. The Contractor shall provide responses to the NRC for Requests for Additional Information (RAI), and any	Responses provided to DOE are technically accurate and complete, and ready for submission to NRC.	DOE reviews of all submissions.	Maximum of \$500 for submissions of documents in response to the NRC, which are deemed unacceptable by DOE, and require rework by the Contractor, prior to submission to the NRC.

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Deduction
	other activities required to support the license renewal process.			
PWS C.7.0 Phase Out and Closeout Activities	The Contractor shall provide all necessary support for a smooth Contract transition at the end of the Contract period.	The Contractor provides support for an effective and efficient transition and closeout of the Contract.	Observation, and surveillance	Maximum of \$500 for each documented instance when performance is deemed unsatisfactory.
PWS C.8.0 Deliverables	The Contractor shall submit deliverables on time, as required in the PWS and Section J, Attachment J-2	100% of deliverables submitted on time, per the Deliverable Schedule in Section J, Attachment J-2, and are technically accurate and complete.	DOE Surveillance	\$500 for each documented instance when a report is submitted after the scheduled due date, or is not technically accurate and complete.

**ATTACHMENT 2: SAMPLING GUIDE/QUALITY ASSURANCE MONITORING
FORMS/INSPECTION CHECKLIST**

SERVICE or STANDARD: _____

SURVEY PERIOD: _____

SURVEILLANCE METHOD: _____

LEVEL OF SURVEILLANCE (Check):

☐ Monthly ☐ Quarterly ☐ As needed

PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD: _____ %

ANALYSIS OF RESULTS:

NOTE: S = Satisfactory Performance M = Marginal Performance U = Unsatisfactory Performance
N/A = Not Applicable

	Performance: Satisfactory (S), Marginal (M), Unsatisfactory (U), Not Applicable (N/A)		
PRS Requirements	Timeliness	Quality of Work	Notes
Overall Rating Of Inspection (S, M, U, or N/A)			

Narrative of Performance During Survey Period: _____

PREPARED BY: _____ **DATE:** _____

CONTRACTOR SIGNATURE: _____ **DATE:** _____