STANDARD FORM 26 (JULY 1966)
GENERAL SERVICES ADMINISTRATION
FPR (41 CFR) 1-16.101

AWARD/CONTRACT

PAGE 1 OF 12

1. CONTRACT (Proc. Inst. Ident.) NO.	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST/PROJECT NO.	4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING
NRC-02-80-032-03	6/1/80	NMS-80-032	

5. ISSUED BY	CODE	6. ADMINISTERED BY (If other than Block 5)	CODE	7. DELIVERY
U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555				☐ FOB DESTINATION ☐ OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS (Street, city, county, State, and ZIP code)	CODE	FACILITY CODE	9. DISCOUNT FOR PROMPT PAYMENT
Denver Research Institute University of Denver (Colorado Seminary) Denver, Colorado 80208			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK ____

11. SHIP TO/MARK FOR	CODE	12. PAYMENT WILL BE MADE BY	CODE
		U.S. Nuclear Regulatory Commission Office of the Controller Washington, DC 20555	

13. THIS PROCUREMENT WAS ☐ ADVERTISED, ☒ NEGOTIATED, PURSUANT TO:
☐ 10 U.S.C. 2304 (a)( )
☒ 41 U.S.C. 252 (c)(10)

14. ACCOUNTING AND APPROPRIATION DATA

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	BASIC ORDERING AGREEMENT Expiration Date: One year from effective date of agreement "Licensing Assistance/Socioeconomic Impacts Evaluations"				

21. TOTAL AMOUNT OF CONTRACT $0.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR	27. UNITED STATES OF AMERICA
BY Philip L. Davis (Signature of person authorized to sign)	BY D.J. Dougherty (Signature of Contracting Officer)
24. NAME AND TITLE OF SIGNER (Type or print) Philip L. Davis, Assistant Treasurer & Manager of Business Affairs	25. DATE SIGNED 2 May 1980
28. NAME OF CONTRACTING OFFICER (Type or print) D.J. Dougherty	29. DATE SIGNED 5/29/80

8006230040

CONTENTS OF BASIC ORDERING AGREEMENT

This Basic Ordering Agreement consists of:

1. Execution Page (Standard Form 26)
2. Contents of Basic Ordering Agreement
3. Special Provisions

Article I	Description of Agreement
Article II	Services to be Ordered
Article III	Placing and Processing of Orders
Article IV	Pricing and Negotiation of Orders
Article V	Time of Delivery
Article VI	Reports
Article VII	Labor Hour Rates
Article VIII	Pricing of Adjustments
Article IX	Contractor Notice Regarding Late Delivery
Article X	Type of Contract
Article XI	Modification of Basic Ordering Agreement
Article XII	Conditions for Maintaining Agreement
Article XIII	Work for Others
Article XIV	Authorized Representative
Article XV	General Provisions
Article XVI	Private Use and Protection of Unclassified Government Information

4. General Provisions and any modifications thereto, which shall be referenced in each Task Order issued hereunder, shall be one of the following which are all included herein and made a part hereof:

   General Provisions, Cost Type Contracts with Concerns Other than Educational Institutions

   General Provisions, Fixed Price Technical Assistance Contract

   General Provisions, Time and Material or Labor Hour Contract

5. Part 20-1 GENERAL, Subpart 20-1.54 Contractor Organizational Conflicts of Interest

Article I - DESCRIPTION OF AGREEMENT

This Basic Ordering Agreement (BOA), as defined in Federal Procurement Regulation 1-3.410-3, provides the terms and conditions under which the contractor is required to provide the services identified under Article II. This agreement is primarily used as a means of expediting [illegible] and is neither intended to restrict competition nor imply that the Government will place future orders for these services.

Article II - SERVICES TO BE ORDERED

The contractor shall provide to the Government technical assistance services as the Government may order hereunder in the manner thereinafter provided. Such services shall be as generally described in the following Statement of Work:

STATEMENT OF WORK

The contractor shall provide technical assistance in evaluating applicants' submittals which pertain to the socioeconomic impacts due to existing or proposed uranium mill and/or tailings impoundment projects. A separate evaluation will be required for each project.

Evaluations will be required for:

1) proposed uranium mill projects

2) tailings impoundment & reclamation projects

3) uranium mill decommissioning projects

For each project the Contractor shall supply the necessary facilities, material, services and personnel to accomplish the following tasks:

Task 1 - The contractor shall review the applicant's submittals pertaining to socioeconomic impacts, and shall identify any requirements for additional information. Any requests for additional information shall be made of the applicant by the NMSS Project Officer only.

The evaluation shall consist of an examination of the following:

1. The Existing Environment
   a) Demography and Socioeconomic Profile
   b) Land Use

2. Environmental Impacts
   a) Land Use
   b) Socioeconomic Impacts

Task 2 - The contractor shall document the examination of the applicant's submission on socioeconomic impacts in a report concerning the accuracy and scope of the submission as well as any assumptions and conclusions, either stated or implied, contained therein. The enclosed Draft Environmental Statement (DES) contains a recent evaluation of the socioeconomic impacts of a proposed uranium mill project. The contractor's report shall contain sections similar in format to the following portions of the enclosed DES: Section 2.4 on Demography and Socioeconomic Profile, Section 2.5 on Land Use, Section 4.2 on Land Use, and Section 4.8 on Socioeconimic Impacts.

The contractor may propose an alternative method for reviewing and reporting on the applicant's submission on socioeconomic impacts, i.e., the contractor's proposed method instead of that suggested herein by the NRC.

Task 3 - The contractor shall respond to public comments or other agency (State or Federal) comments on the evaluations if requested by the NMSS Project Officer. The contractor shall also provide testimony at public hearings on the evaluations if requested by the NMS Project Officer.

3.0 Reporting Requirements

3.1 Monthly Letter Report

If an individual Task Order specifies the requirement for a monthly letter report, the contractor shall submit each month 3 copies of a brief letter report which summarizes: (1) the work performed during the previous month; (2) personnel time expenditures during the previous month; and (3) costs: (i) current period, (ii) cumulative to date, and (iii) cost projection by month to completion of the work effort. (The first monthly report shall provide the initial cost projection and subsequent reports shall either provide revised project or indicate "no change in the cost projection.") The reports shall be due by the 15th of each month with distribution as follows:

Mr. Gene Trager, Uranium Mill Licensing Section, Project Officer, NMSS (1 cy)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mr. Dennis Dougherty, Contracting Officer (1 cy)

3.2 Task 2 Report

The contractor shall submit a draft evaluation report with the following distribution:

Project Officer, NMSS (5 copies)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mr. Dennis Dougherty, Contracting Officer (1 cy)

Generally this report will be submitted within three (3) months of the start of the project review; however, some cases may require a shorter delivery period.

The Project Officer shall furnish any comments on the draft report to the contractor within two weeks after receipt of the draft. Such comments are not intended to prejudice the contractor's technical judgements, but to assure that the report adequately addresses the work and is clearly and concisely written.

Within two (2) weeks after receipt of the Project Officer's comments the contractor shall submit a revised report based on these comments in ten (10) copies to:

Project Officer, NMSS (8 copies)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mr. Dennis Dougherty, Contracting Officer (1 cy)

In addition the contractor shall provide the Project Officer with one camera ready copy of each report.

Task Reports

For task reports prepared under the provisions of this contract, the format shall be in accordance with the provisions as stated in NRC Manual Appendix 3202 for either "Formal Contractor Documents" or "Interim Contractor Documents" as appropriate.

Article III - PLACING AND PROCESSING OF ORDERS

(a) Ordering Period: The Government, from time to time, during the period commencing on the date of this agreement and ending [illegible] thereafter (hereinafter called the "ordering period"), may place orders for services hereunder. Each order placed under this agreement shall be issued and processed in the manner hereinafter provided.

(b) Authorized Ordering Activities: Contracting Officers of the Nuclear Regulatory Commission may place orders under this Basic Ordering Agreement. The Contracting Officer has full responsibility for administering all contractual actions arising from any task orders issued and has the sole responsibility and authority to make any changes to the provisions of this Basic Ordering Agreement.

(c) Types of Orders: Orders placed hereunder will be of two types. Unpriced Orders and Priced Orders as defined in subparagraphs (1) and (2) below:

(1) Unpriced Orders: Unpriced orders are hereby defined as orders hereunder for which price and delivery will be proposed by the contractor as provided in paragraph (f) of this Section.

(2) Priced Orders: Priced orders are hereby defined as orders for which the parties have agreed upon price, and all other terms and conditions of the order prior to issuance. A Priced Order will be identified as follows:

"This is a Priced Order issued pursuant to Section _____ (Contractor Name) (c) (2) of Basic Ordering Agreement and offer of (Date) ."

(d) Content of Order: Each order placed under this contract shall include the following:

(1) The contract number, the task number, and the appropriate reference to this Basic Ordering Agreement.

(2) Citation of the negotiation authority pursuant to which the order is negotiated.

(3) Applicable Appropriation and Accounting Data and special invoicing instructions where applicable.

(4) For Unpriced Orders: A desired period of performance and/or delivery date and a monetary limitation for all the work covered by the order. (This monetary limitation shall be deleted upon the establishment of contract prices.)

(5) For Priced Orders: Agreed to, total order price and period of performance and/or delivery dates.

(6) Such other terms and conditions as may be pertinent to the particular tasks thereby ordered.

(e) Authority to Proceed:

(1) Unpriced Orders: Upon receipt of any unpriced order hereunder, the contractor shall proceed with the work subject to the limitations of paragraph (j) of this Section. However, the contractor shall not proceed in the following circumstances:

(a) Incomplete or Inadequately Described Tasks or Projects: The contractor shall immediately communicate with the Contracting Officer and request an appropriate adjustment in the order for tasks or projects which are incomplete or inadequately identified, except as applies to typographical errors and other obvious errors.

(b) Orders Which Contain a Monetary Limitation Which is Unreasonably Deficient When Related to the Dollar Value of the Services to be Furnished Thereunder: When the monetary amount provided with the order is so deficient as to make it impracticable to perform the work thereunder the contractor shall notify the Contracting Officer in advance of submission of the proposed price for the effort, the dollar amount of understatement in the monetary limitation contained in the order. The Contracting Officer will notify the contractor in writing of the desired action to be taken.

(2) Priced Orders: Upon receipt of any Priced Order hereunder, the contractor shall proceed with the tasks specified therein. However, the contractor shall not proceed with any task that does not set forth price and delivery provisions agreed to by the parties. In the event of receipt of Priced Orders which do not reflect the agreed upon provisions, the contractor shall immediately communicate such information to the Contracting Officer. The Contracting Officer will promptly notify the contractor of action to be taken with respect to such order.

(f) Processing of Unpriced Orders by the Contractor:

(1) Within thirty (30) days after receipt of each Unpriced Task Order hereunder, or within such period as the Contracting Officer may specify, the Contractor shall submit a proposal containing the proposed price for the effort, period of performance or delivery dates, and such other information as is pertinent to the task.

(2) When the total of the costs or prices proposed for the unpriced order exceeds $100,000.00, the contractor shall, unless otherwise specified by the Government, furnish the Contracting Officer with a cost breakdown of the total order price on the current edition of Optional Form 60 (Contract Pricing Proposal). Additional cost breakdowns and/or substantiating data shall be made available to the Contracting Officer upon request. Orders priced by the contractor below $100,000.00 shall be returned to the Contracting Officer with such substantiating data as are reasonably requested to facilitate a pricing review and subsequent negotiation. Such data may be requested by the Contracting Officer at the time of placement of the unpriced order or subsequent to receipt of the contractor's proposal.

(g) Processing of Priced Orders by the Contractor:

(1) Within fifteen (15) days after receipt of each Priced Order hereunder, or within such additional period as the Contracting Officer may allow, the contractor shall sign and return three (3) copies of the task order to the Contracting Officer, acknowledging receipt of the task order and acknowledging that the task order contains price and delivery provisions agreed to by the contractor.

(h) Processing of Unpriced Orders by the Contracting Officer: An order for which the contractor has submitted proposed prices will be processed by the Contracting Officer as follows:

Within thirty (30) days or such additional period as may be mutually agreed upon after receipt by the Contracting Officer of the contractor's proposal, the Contracting Officer shall either:

(1) Issue a Supplemental Agreement, for execution by both parties specifying the proposed prices thereby signifying approval of the proposed prices;

(2) Terminate the task order in its entirety in accordance with the clause hereof entitled, "Termination for Convenience of the Government".

(3) Notify the contractor of the need for further negotiations. When an agreement on price is reached, the Contracting Officer shall issue a supplemental agreement definitizing the unpriced order into a priced order. The agreement shall be executed by both parties.

(i) Disagreement as to Prices: In the event of a failure to agree on price, such failure shall be deemed to be a dispute concerning a question of fact in accordance with the clause of this agreement entitled "Disputes".

(5) Limitation of Liability of the Government: Prior to definitization of an unpriced order, the contractor shall be entitled to stop work on such order at any time it is reasonably determined that the cost incurred with respect to such order, plus termination expenses and profit, will exceed the dollar limitation set forth in the order. In the event the contractor so stops work on any order he shall promptly notify the Contracting Officer of such fact and advise the Contracting Officer of the amount of increase in monetary limitation which is reasonably required in order to permit the contractor to proceed further with the order. The Government shall not be obligated under any of the provisions of this agreement, including, without limitation, the above provisions of the clause of this agreement entitled, "Termination for Convenience of the Government", to pay to the contractor with respect to tasks under an order, any amount in excess of the monetary limitation stated in the order.

Article IV - PRICING AND NEGOTIATION OF ORDERS

It is agreed that each proposal submitted and all prices negotiated on orders issued under this Basic Ordering Agreement shall be submitted and shall be negotiated in accordance with the provisions of Part 1-XV of the Federal Procurement Regulation as in effect on the date of each such order.

Article V - TIME OF DELIVERY

The contractor shall deliver the completed tasks called for in each order in accordance with the delivery schedule set forth in such order.

Article VI - REPORTS

All reports required to be submitted to Nuclear Regulatory Commission under any task order issued pursuant to the terms of this Basic Ordering Agreement shall be as generally described in Article II of this agreement and as specified in each Task Order.
In addition to specific reports which may be required under any individual task order issued hereunder, the contractor shall submit a monthly status report (not later than the 10th of each month) for this Basic Ordering Agreement in the following format: (Example)

Task Order Number	Date	Type Order	Type of Contract	Amount	Period of Performance	Status	Problems
23	2/1/77	Priced	CPFF	$5676.	2/1/77-7/1/77	In Process	**
24	3/4/77	Unpriced*	Fixed	$3243	3/4/77-3/3/78	Completed	

* If unpriced order issued indicate when order definitized
** If any problems list in brief narrative with corrective action to be taken

Article VII - LABOR HOUR RATES

In the event any order issued hereunder is on a Time and Materials or Labor-Hour basis, the following labor categories are to be utilized for the period of the Basic Ordering Agreement:

Labor Category	Hourly Rate

(This Basic Ordering Agreement shall be modified to incorporate probable labor categories and rates to be used upon agreement of same.)

In the event that a Time and Materials or Labor-Hour type order is issued which covers labor categories not identified herein, such orders shall have hourly rates negotiated for that specific order only and shall not be binding for any future order issued unless and until such hourly rates are incorporated into this Basic Ordering Agreement by modification.

Article VIII - PRICING OF ADJUSTMENT

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provisions of this agreement, such costs shall be in accordance with Part I-XV of the Federal Procurement Regulation as in effect on the date of the order.

Article IX - CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the task order delivery schedule or date, he shall immediately notify the Contracting Officer in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this agreement.

Article X - TYPE OF CONTRACT

Each individual task order issued hereunder shall specify a particular contract type such as fixed price, labor-hour, cost-plus-fixed-fee, etc., and shall reference the General Provisions applicable to the task for each contract type.

Article XI - MODIFICATION OF BASIC ORDERING AGREEMENT

The agreement may be modified at any time by mutual agreement of the parties.

Article XII - CONDITIONS FOR MAINTAINING AGREEMENT

This agreement shall be reviewed from time to time to assure conformance with all requirements of law and pertinent regulations and shall be revised, if necessary, to conform thereto. Any modification or revision shall be evidenced by a supplemental agreement modifying this Basic Ordering Agreement.

This agreement may be terminated upon thirty (30) days written notice by either party to the other, except that the Government may immediately terminate this agreement at any time after the parties fail to agree to any deletion, addition, or modification to this agreement which is required by statute, Executive Order, or the Federal Procurement Regulation. No deletion, addition, or modification to or termination of this agreement shall affect any orders theretofore entered into between the parties in which this agreement has been incorporated, by reference.

Article XIII - WORK FOR OTHERS

Notwithstanding any other provision of the Basic Ordering Agreement, during the term of any task order issued thereunder, 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 an actual or apparent conflict of interest with respect to the work being performed under the task order. The contractor shall insure that all employees who are employed full time under any task order abide by the provision of this clause. If the contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a possible conflict of interest, the contractor shall obtain the written aporoval of the Contracting Officer prior to execution of such contractual arrangement.

Article XIV - AUTHORIZED REPRESENTATIVE

The Contracting Officer may designate an authorized representative under each task order for the purpose of assuring that services required under the agreement are ordered and delivered in accordance therewith. Such representative as may be appointed will be specifically designated in writing to the contractor from the Contracting Officer, including the extent of such designee's authority.

Article XV - GENERAL PROVISIONS

The following General Provisions, attached hereto, form a part of this agreement:

-APPENDIX A - General Provisions, Cost Type Contracts with Concerns Other Than Educational Institutions

-APPENDIX B - General Provisions, Fixed Price Technical Assistance Contract

-APPENDIX C - General Provisions, Time and Material or Labor Hour Contract

Article XVI: Private Use and Protection of Unclassified Government Information

a. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the contractor in the performance of this contract shall be used only in connection with the work performed under this contract. The contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents, and material, in the performance of this contract.

b. The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commissions' regulations and made available to the contractor in connection with performance of work under this contract. The contractor agrees to conform to all regulations, requirements and direction of the Commission with respect to such material.

c. The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.