

1. CONTRACT / Proc. Inst. Ident. NO: **NRC-02-80-027-02** 2. EFFECTIVE DATE: **APR 22 1980** 3. REQUISITION PURCHASE REQUEST PROJECT NO: \_\_\_\_\_ 4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND OF DMS REG. 1. RATING: \_\_\_\_\_

5. ISSUED BY: **U. S. Nuclear Regulatory Commission  
 Division of Contracts  
 Washington, DC 20555** (CODE: \_\_\_\_\_) 6. ADMINISTERED BY: \_\_\_\_\_ (If other than block 5) (CODE: \_\_\_\_\_) 7. DE. VERY FOR DESTI- NATION:  OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS: **PRC TOUPS CORPORATION  
 972 Town & Country Road  
 Orange, CA 92667** (Street, city, county, State, and ZIP code) (CODE: \_\_\_\_\_) (FACILITY CODE: \_\_\_\_\_) 9. DISCOUNT FOR PROMPT PAYMENT: \_\_\_\_\_ 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: **U.S. Nuclear Regulatory Commission  
 Office of the Controller  
 Washington, DC 20555** (CODE: \_\_\_\_\_)

13. THIS PROCUREMENT WAS  ADVERTISED,  NEGOTIATED, PURSUANT TO:  10 U.S.C. 2304 (a)(1)  41 U.S.C. 252 (c)(10)

14. ACCOUNTING AND APPROPRIATION DATA: \_\_\_\_\_

TO BE SPECIFIED IN EACH ORDER ISSUED HEREUNDER

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>BASIC ORDERING AGREEMENT</p> <p>Title, "Licensing Assistance - Environmental Impact Statement Preparation"</p> <p>Expiration Date: April 30, 1981</p>				

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 3 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: \_\_\_\_\_ BY: *Franklin D. Dryden* (Signature of person authorized to sign) 27. UNITED STATES OF AMERICA BY: *D. J. Dougherty* (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print): **Franklin D. Dryden  
 Vice President/General Manager** 25. DATE SIGNED: **4/14/80** 28. NAME OF CONTRACTING OFFICER (Type or print): **D. J. Dougherty** 29. DATE SIGNED: **4/22/80**

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	Pricing of Adjustments
Article VIII	Type of Contract
Article IX	Modification of Basic Ordering Agreement
Article X	Conditions for Maintaining Agreement
Article XI	Authorized Representative
Article XII	General Provisions
Article XIII	Special Provisions
4. General Provisions, Cost Type Contracts with Concerns Other than Educational Institutions, dated 2/15/78.
5. General Provisions, Fixed Price Research and Development Contract, dated 2/15/78.
6. Title 41, Code of Federal Regulations, Subpart 20-1.54 Contractor Organizational Conflicts of Interest

Article I - DESCRIPTION OF WORK

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 procurements and is neither intended to restrict competition nor imply that the Government will place future orders for these services.

During the performance period of this agreement (approximately one year, with an option for one additional year ) Task Orders representing various projects within the scope of the work statement will be issued periodically. The type of contract employed for each Task Order will be subject to negotiation.

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 thereafter provided. Such services shall be as generally described in the following Statement of Work:

STATEMENT OF WORK

"LICENSING ASSISTANCE ENVIRONMENTAL IMPACT STATEMENT PREPARATION"

A. Background

Uranium recovery is performed by means of milling, heap leaching, in situ, and other types of large scale, chemical processing operations, all of which can have significant environmental impacts. For example, at a typical modern uranium mill, ore containing uranium in concentrations of approximately 0.2% is processed at a rate of 2,000 tons per day with the uranium mill tailings being impounded at a rate of approximately 2,000 tons per day. As the tailings contain and can release various toxic chemicals and radionuclides, uranium ore processing and/or tailings impoundment projects may have significant environmental impacts.

The Uranium Recovery Licensing Branch of NRC's Office of Nuclear Material Safety and Safeguards (NMSS) requires technical assistance in preparing environmental impact statements related to proposed uranium recovery licensing actions. These environmental impact statements will be used by NMSS in determining the acceptability of programs proposed by license applicants.

## B. Work Required

The Contractor shall review for completeness the applicant's submittals pertaining to the environmental impacts due to existing or proposed uranium recovery and/or tailings impoundment projects. Based on these submittals, the contractor will prepare descriptive sections on the applicant's proposal and on the environment in the vicinity of the site proposed for the project, prepare technical sections on the impacts to soils and terrestrial biota (and in special cases to other aspects of the environment, e.g., air quality), and assemble the various sections of the Environmental Impact Statement (EIS). In general, more than 90% of the effort required by an individual task order will consist of technical editing, however, the Contractor must be capable of providing evaluations of impacts to any and all aspects of the environment, as indicated in Task 1) below. A separate, completely independent review will be required for each project.

Review will be required for:

- 1) Proposed uranium recovery projects (uranium mills, heap leaching operations, in situ and other solution recovery operations, etc.);
- 2) Tailings impoundment and reclamation projects; and
- 3) Uranium mill decommissioning projects.

The NRC anticipates receipt of several applications for existing or proposed uranium recovery and tailings impoundment projects during Fiscal Year (FY) 1980. At this time, it is impossible to identify these projects or the desired commencement dates for these evaluations; however, the projected workload is five to fifteen new projects per year.

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 for completeness the applicant's submittals concerning the proposed project, the characterization of the existing environment, and the impacts to soils and terrestrial biota, and shall identify any requirements for additional information. Any requests for additional information from the applicant shall be made by the NMSS Project Officer only.

The review of the applicant's characterization of the environment shall include an examination of the following aspects of the existing environment:

1. Climate:
  - a. General influences
  - b. Precipitation
  - c. Winds
  - d. Storms

2. Air Quality
3. Topography
4. Demography and Socioeconomic Profile:
  - a. Demography of the area
  - b. Socioeconomic profiles
5. Land Use
  - a. Land resources
  - b. Historical, scenic, and archaeological resources
6. Water
  - a. Surface water
  - b. Groundwater
7. Geology Mineral Resources and Seismicity
  - a. Geology
  - b. Mineral resources
  - c. Seismicity
8. Soils
9. Biota
  - a. Terrestrial
  - b. Aquatic biota
10. Natural Radiation Environment

The review shall also include an examination of proposed operations (including the milling operations and any associated mining operations and the proposed plans for interim stabilization, reclamation, and decommissioning), and anticipated impacts to soils and to terrestrial biota. In special cases, the Contractor shall be requested to include an examination of impacts to other aspects of the environment, e.g., to air quality, during the review.

#### Task 2

The Contractor shall prepare a report on the proposed project. The report will contain descriptive and technical sections for which the contractor is responsible as outlined in Task 1. The report sections will contain the materials which are to be presented in the Draft Environmental Statement (DES), and will be in a format compatible with the DES as described in Task 3, below.



### Task 3

The Contractor shall prepare a Draft Environmental Statement (DES) for the proposed project. The format for the specific DES and the material which is to be incorporated in the DES will be provided by the NMSS Project Officer (except for materials concerning areas reviewed by the Contractor in Task 1, which will be prepared by the Contractor.) All of the materials to be contained in the DES must be edited into a cohesive, consistent document. A completely independent evaluation shall be provided in the materials for which the Contractor is responsible. The Contractor shall have the capability of providing original graphics to be incorporated into the DES.

The DES shall be prepared in accordance with the current effective regulations promulgated by the Council on Environmental Quality (CEQ), NRC guidance, and 10 CFR, Part 51.

### Task 4

The Contractor shall prepare a Final Environmental Statement (FES) for the proposed project. The FES will contain public comments or other agency (state or federal) comments and the responses to those comments which are provided by the NMSS Project Officer and will generally contain the text of the DES with only minor modifications. The Contractor shall be responsible for preparing responses to comments on materials for which the Contractor is responsible and for obtaining and resolving NMSS Project Officer comments on these responses.

Note: The NRC staff estimates that two (2) to four (4) months may elapse between the completion of the DES and the commencement of Task 4. During this period, which will be required for consideration and resolution of comments, some Contractor effort will ordinarily be required, for example, in preparing responses to comments on materials for which the Contractor is responsible and in obtaining and resolving NMSS Project Officer comments on these responses.

### Task 5

The Contractor shall prepare for and participate in any meetings and hearings requiring the presentation and defense of work performed by the Contractor under this Statement of Work, for example, a public scoping meeting and/or adjudicatory hearings. The Contractor shall also document the results of meetings or hearings if specified in the Task Order. This task will be included as an option under the order and the work will only be authorized by the Contracting Officer.

## Task 6

The Contractor shall maintain a complete file on the documentation for the environmental statement. This file will contain one copy of each document referenced and/or developed in connection with the environmental statement. This will include, but is not limited to, original graphics, detailed calculations, meeting minutes, trip reports, USGS topographic maps, technical journals, published studies, etc. The Contractor shall deliver this entire file of documentation to the NMSS Project Officer at the completion of the specific licensing action.

### C. Reporting Requirements

#### 1. Task 1 Report

The Contractor shall submit to the NMSS Project Officer a letter documenting the review of the applicant's submittal(s) and any deficiencies noted. This letter will be submitted within two (2) weeks of receipt from the NMSS Project Officer of the applicant's submittals.

#### 2. Task 2 Report

The Contractor shall submit to the NMSS Project Officer five (5) copies of a preliminary version of the report for each project identified. This report will be submitted within two (2) weeks of receipt from the NMSS Project Officer of information submitted by the applicant to correct the deficiencies noted in the Task 1 Report. The Project Officer shall furnish any comments on this preliminary version to the Contractor within three (3) weeks after receipt of the preliminary. Within two (2) weeks of receipt of the Project Officer's comments the Contractor shall submit to the Project Officer five (5) copies of the report revised to resolve these comments.

#### 3. Task 3 Report

The Contractor shall submit a preliminary version of the DES for each project identified with the following distribution:

Project Officer, NMSS, five (5) copies  
Office of the Director, NMSS (Attn: Program Support), one (1) copy  
Mr. D. J. Dougherty, Contracting Officer, one (1) copy

This report will be submitted within three (3) weeks of receipt from the NMSS Project Officer of material to be contained in the DES; however, some cases may require a shorter delivery period.

The Project Officer shall furnish any comments on this preliminary version to the Contractor (generally, within two (2) weeks after receipt of the preliminary.) Such comments are to assure that the statement is accurate and is clearly and concisely written.

Within two (2) weeks after receipt of the Project Officer's comments, the Contractor shall submit the DES revised to resolve these comments and ten (10) copies to:

Project Officer, NMSS, eight (8) copies  
Office of the Director, NMSS, (Attn: Program Support), one (1) copy  
Mr. D. J. Dougherty, Contracting Officer, one (1) copy

The Contractor shall provide the Project Officer with one camera ready copy of each DES.

#### 4. Task 4 Report

The Contractor shall submit a preliminary version of the FES for each project identified with the following distribution:

Project Officer, NMSS, five (5) copies  
Office of the Director, NMSS (Attn: Program Support), one (1) copy  
Mr. D. J. Dougherty, Contracting Officer, one (1) copy

This report will be submitted within three (3) weeks of receipt from the NMSS Project Officer of material to be contained in the FES; however, some cases may require a shorter delivery period.

The Project Officer shall furnish any comments on the preliminary FES to the Contractor (generally, within two (2) weeks after receipt of the preliminary.) Such comments are to assure that the statement is accurate and is clearly and concisely written.

Within two (2) weeks after receipt of the Project Officer's comments the Contractor shall submit the FES revised to resolve these comments and ten (10) additional copies as follows:

Project Officer, NMSS, eight (8) copies  
Office of the Director, NMSS (Attn: Program Support), one (1) copy  
Mr. D. J. Dougherty, Contracting Officer, one (1) copy

The Contractor shall provide the Project Officer with one camera-ready copy of each FES.



5. Task 5 Report

The Contractor shall prepare a report on the minutes of any meetings or hearings related to environmental statements for each project identified. Distribution shall be as follows:

- Project Officer, NMSS, one (1) copy
- Office of the Director, NMSS, (Attn: Program Support), one (1) copy
- Mr. D. J. Dougherty, Contracting Officer, one (1) copy

6. Task 6 Report

Upon completion of Task 4, the Contractor shall prepare a detailed summary of the contents of documentation file and an explanation of the filing system employed and shall deliver such to the Project Officer.

7. Monthly Progress Report

In the event that a task order is awarded on a cost-type contract basis, the Contractor will be required to submit progress reports as follows:

Each month the Contractor shall submit three (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: a. current period; b. cumulative to date; and c. 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 projections or indicate "no change in the cost projection.")

The report shall be due by the 15th of each month with distribution as follows:

- Project Officer, one (1) copy
- Office of the Director, NMSS (Attn: Program Support), one (1) copy
- Mr. D. J. Dougherty, Contracting Officer, one (1) copy

8. Format For Reports

For task and final reports prepared under future task orders, 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.

D. Travel and Meetings

The Contractor shall visit each identified project site to view firsthand the existing conditions.

The Contractor shall meet with the NRC staff personnel at least once for each project at NRC offices in Silver Spring, Maryland, to discuss the progress in preparing the environmental statement and any unresolved issues. Generally, the Contractor shall also brief the NRC staff when statements have been revised to resolve Project Officer comments. The duration of each meeting is not expected to exceed one day.

Travel to meetings or public hearings may be necessary to document comments from other agencies and/or the public.

E. NRC Furnished Material

The NMSS Project Officer shall supply the Contractor with the applicant's Environmental Report and supplements as supplied to NRC by the applicant, within fifteen (15) days of the effective date of the contract for each identified project. The NMSS Project Officer shall also supply the Contractor with the format for the specific environmental statement and the material to be contained in statements (except for materials concerning the proposed operations, the existing environment, and impacts to soils and terrestrial biota and other aspects of the environment for which the Contractor is responsible), comments on draft versions of statements, and other materials necessary to complete the work and reports as described above.

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 one (1) year 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. By mutual agreement of the parties, the ordering period of the BOA may be extended one additional year.
- (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 Article III, (c), (2) of the Basic Ordering Agreement Number \_\_\_\_\_ and \_\_\_\_\_ offer dated \_\_\_\_\_ (Contractor Name) (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 applied 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 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 reasonable 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:

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 of the 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 hereof entitled, "Disputes."

(j) Limitation of Liability of the Government: Prior to definitization of an Unpriced Order, the Contractor shall be permitted to stop work on such order at any time it is reasonably estimated 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 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 Regulations 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 the Nuclear Regulatory Commission under any task order issued pursuant to the terms of this Basic Ordering Agreement shall be as specified in each individual 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 ONLY)

<u>Task Order Number</u>	<u>Date</u>	<u>Type Order</u>	<u>Type of Contract</u>	<u>Amount</u>	<u>Period of Performance</u>	<u>Status</u>	<u>Problems</u>
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 - PRICING OF ADJUSTMENTS

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 Regulations as in effect on the date of the order.

## Article VIII - 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 IX - MODIFICATION OF BASIC ORDERING AGREEMENT

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

## Article X - 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 or by the issuance of a superseding 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 XI - 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 XII - GENERAL PROVISIONS

The General Provisions of this Basic Ordering Agreement shall consist of:

1. General Provisions - Fixed Price Research & Development Contract dated 2/15/78
2. General Provisions - Cost Type Contracts with Concerns Other Than Educational Institutions dated 2/15/78

Individual Task Orders awarded under the BOA will specify the applicable provisions depending upon the type of contract negotiated.

Article XIII - SPECIAL PROVISIONS

Each task order awarded under the Basic Ordering Agreement will specify additional special provisions applicable to that particular project as agreed upon by the parties.