

STANDARD FORM 26, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41CFR) 1-16.101		AWARD/CONTRACT			
1. CONTRACT (Proc. Inst. Ident.) NO. NRC-04-80-192		2. EFFECTIVE DATE 9/30/80	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-80-192 dated 4/8/80	4. CERTIFIED FOR NATIONAL DEFENSE UNDER DODS REG. 2 AND/OR DMS REG. 1. RATING:	
5. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		6. ADMINISTERED BY (If other than block 5)		7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> <input type="checkbox"/> OTHER (See below)	
8. CONTRACTOR NAME AND ADDRESS Woodward-Clyde Consultants ATTN: Mr. I. M. Idriss Three Embarcadero Center Suite 700 San Francisco, CA 94111		9. DISCOUNT FOR PROMPT PAYMENT NET		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12	
11. SHIP TO/MARK FOR U. S. Nuclear Regulatory Commission Office of Nuclear Regulatory Research ATTN: Mr. James Costello, MS 1130-SS Washington, DC 20555		12. PAYMENT WILL BE MADE BY U. S. Nuclear Regulatory Commission Office of the Controller Washington, DC 20555			
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO: <input type="checkbox"/> 10 U.S.C. 2304 (a)(1) <input checked="" type="checkbox"/> 41 U.S.C. 252 (c)(10)					
14. ACCOUNTING AND APPROPRIATION DATA B&R NO. 60-19-12-01 FIN NO. B6680 *\$75,000.00					
15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	AWARD OF A COST REIMBURSEMENT CONTRACT AS THE RESULT OF A COMPETITIVE SOLICITATION (RFP RS-RES-80-192) FOR A RESEARCH STUDY ENTITLED: "EFFECTIVE PEAK ACCELERATION FOR NUCLEAR POWER PLANT DESIGN." PERIOD OF PERFORMANCE: 28 MONTHS FROM EFFECTIVE DATE OF CONTRACT. *INCREMENTAL FUNDING OF \$75,000.00 PROVIDED BY THIS ACTION. REMAINING FUNDS OF \$567,588.00 \$583,287 TO BE PROVIDED IN FY 81 AND FY 82 SUBJECT TO THEIR AVAILABILITY.				\$658,287
21. ESTIMATED TOTAL AMOUNT OF CONTRACT \$ 642,588.00					
CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE					
23. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> 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 <u>I. M. Idriss</u> (Signature of person authorized to sign)		27. UNITED STATES OF AMERICA BY <u>Kellogg V. Morton</u> (Signature of Contracting Officer)			
24. NAME AND TITLE OF SIGNER (Type or print) I. M. Idriss Vice President		25. DATE SIGNED Sep 29, 1980	28. NAME OF CONTRACTING OFFICER (Type or print) Kellogg V. Morton		29. DATE SIGNED 9-15-80

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Under ARTICLE I - STATEMENT OF WORK, Paragraph E., Delineation of Contractor Tasks, is revised to include the following new Task III:

"Task III - Organization and Conductance of Three (3) Workshops.

The contractor shall conduct three (3) workshops to obtain a broader range of viewpoints on the topics and technical approaches to be taken in this study. These workshops should include, in addition to representatives of NRC, Woodward-Clyde Consultants, and their subcontractors, Structural Mechanics Associates, Inc., and NCT Engineering, Inc., several other researchers and practitioners having expertise in the topics to be addressed in this study. These workshops shall be conducted in San Francisco, CA. The specific content of each workshop and the general time frame for its conductance by the contractor is set forth below:

Workshop No. 1 - Will be conducted shortly after the formulation of the work plan. The general concepts and the work plan will be reviewed, seeking input regarding the overall approach from the workshop participants.

Workshop No. 2 - Will be conducted near the completion of Task I. Findings and conclusions of Task I will be presented for review, comments, and critique from the participants. The work plan for Task II will be re-reviewed at this workshop. Any modifications that may be warranted at that time will be implemented into the work plan.

Workshop No. 3 - Will be conducted near the completion of Task II. Findings and completion of the entire study will be presented and review comments and critique will be sought from the workshop participants."

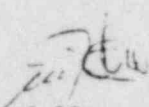
ARTICLE II - PERIOD OF PERFORMANCE, is revised to read:

The period of performance described in ARTICLE I hereof shall commence as of the effective date of this contract and shall continue to completion thereof, estimated to occur within 28 months after said contract is effective.

ARTICLE III - CONSIDERATION AND PAYMENT, is deleted in its entirety and the following new ARTICLE III is inserted in lieu thereof:

"ARTICLE III - CONSIDERATION AND PAYMENT

A. Estimated Cost and Obligation

- \$658,287 
1. It is estimated that the total cost to the Government for full performance of this contract will be ~~\$642,588.00~~. This amount shall be a ceiling amount the contractor shall not exceed without prior written approval of the Contracting Officer.
 2. Total funds currently available for payment and obligated for this contract are \$75,000.00.

B. Payment

The Government shall render payment to the contractor in approximately thirty (30) days after submission of proper and correct invoices or vouchers.

Additional provisions relating to payment are contained in Clause 5.1-3 of the General Provisions hereto."

ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES, is deleted in its entirety and the following new ARTICLE IV is inserted in lieu thereof:

"ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of _____ percent of Total Direct Labor.
- B. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of _____ percent of Total Direct Costs and Overhead.
- C. Notwithstanding A. and B. of this Article, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer."

ARTICLE VI - KEY PERSONNEL, the following names are added:

Dr. I. M. Idriss, WCC	Mr. M. G. Power, WCC
Dr. Robert P. Kennedy, SMA	Mr. S. A. Short, SMA
Dr. N. C. Tsai, NCT	Dr. K. Sadigh, WCC
Dr. C. Y. Chang, WCC	Dr. J. D. Stevenson, WCC

ARTICLE VII - TECHNICAL DIRECTION AND AUTHORIZED REPRESENTATIVE, insert the following name:

James Costello, RES

ARTICLE VIII - TRAVEL REIMBURSEMENT, the solicitation is deleted and replaced by the following:

"ARTICLE VIII - TRAVEL REIMBURSEMENT

The contractor will be reimbursed for the following reasonable domestic travel incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed \$35.00. The per diem amount is comprised of lodging expense plus \$16.00 for meals and miscellaneous expense.
2. When travel is to one of the high-rate geographical areas listed below, actual subsistence costs shall be reimbursed at a daily rate not to exceed the rates indicated:

Washington, D.C.	\$50.00
Los Angeles, CA	\$50.00
San Francisco, CA	\$50.00
3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required for common carrier transportation, lodging, and miscellaneous items in excess of \$15.00.
7. If foreign travel is required in the performance of this contract, General Provision Clause 3.5, "Preference for U. S. Flag Air Carriers," applies.
8. All foreign travel must be approved in advance by the Commission on NRC Form 445.

Additional guidance is furnished by FPR 1-1.323.3."

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ARTICLE X - INCENTIVE SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS is deleted in its entirety and the following new ARTICLE X is inserted in lieu thereof:

"ARTICLE X - INCENTIVE SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS

- A. The contractor has established, in its subcontracting plan, which is incorporated herein by this reference, the following goals for awards to small business concerns:
1. 89 percent of the total planned subcontract amount of \$242,800.00 to small business concerns, and
 2. 11 percent of the total planned subcontract amount of \$242,800.00 to small business concerns owned and controlled by socially and economically disadvantaged individuals.
- B. To the extent that the contractor exceeds such subcontract goals in the performance of this contract, it will receive 4 percent (not to exceed 10 percent) of the dollar amount of such excesses, unless the Contracting Officer determines that such excess was not due to efforts by the contractor, i.e., subcontractor cost overruns or where the actual subcontract amount exceeds the estimated in the subcontract plan; or planned subcontracts which were not disclosed in the subcontract plan during contract negotiation.
- C. If the contract is a cost plus fixed fee type, the total of the fixed fee and the incentive payments made pursuant to this clause is subject to the limitations set forth in FPR 1-3.405-5(c)(2).
- D. Determinations by the Contracting Officer under this paragraph may not be appealed under the provisions of the Disputes clause."

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ARTICLE XI - GENERAL PROVISIONS/ALTERATIONS

This contract is subject to the attached provisions of Appendix 4, General Provisions, entitled "Cost Type Research and Development Contracts With Commercial Organizations," dated 2/6/80.

NOTE: AVAILABILITY OF TEXT OF CLAUSES - The complete text of clauses, incorporated by reference, is available, for a nominal fee, in the publication entitled "Code of Federal Regulations - 41 CFR 1-1.000, Chapter 1 to 2, Federal Procurement Regulations (Chapter 1)" which may be obtained from the Superintendent of Documents, U. S. Government Printing Office, Washington, D.C. 20402. Copies of the complete text of specific clauses are available from the Nuclear Regulatory Commission, Division of Contracts, Washington, D.C. 20555 and will be furnished upon request.

Provisions deleted in their entirety:

Provision 1.8

Provisions deleted and superseded by the following:

<u>Provision No.</u>	<u>FPR Reference</u>	<u>Title</u>	<u>Date</u>
1.1	1-7.402-1	"Definitions"	Aug 4, 1975
1.10	1-7.102.12	"Disputes"	Feb 5, 1980
1.13	1-7.103-3	"Examination of Records by Comptroller General"	Sep 25, 1975
3.5	1-1.323-2	"Preference for U.S. Flag Air Carriers" and "Certification of Unavailability of U.S. Flag Air Carriers"	Dec 8, 1976
3.9	FPR Temp. Reg. No. 50	"Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals"	May 23, 1980

Provisions added:

3.13	OFPP* Policy Letter 80-4	"Utilization of Women-Owned Business Concerns"	Apr 29, 1980
3.14	OFPP* Policy Letter 80-4	"Women-Owned Business Concern Subcontracting Program" (Applicable to contracts over \$500,000 or \$1,000,000 for construction of any public facility)	Apr 29, 1980

ARTICLE XII - CONFLICT OF INTEREST, is hereby added as follows:

"ARTICLE XII - CONFLICT OF INTEREST

(a) Purpose. The primary purpose of this article is to aid in ensuring that the contractor:

- (1) is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relates 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 herein shall apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this article.

(c) Work for others. 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 who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this article. 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 potential conflict of interest, the contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

(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, it does not have any organizational conflicts of interest, as defined in 41 CFR §20-1.5402(a).
- (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 shall 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 for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information.

- (1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been

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released to the public, the contractor agrees not to: (i) use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the Contracting Officer unless such 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 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The contractor shall have, subject to patent and security provisions of this contract, 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 41 CFR §20-1.5402(h), the contractor shall include this article, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "Contracting Officer," shall be appropriately modified to preserve the government's rights.

(g) Remedies. For breach of any of the above proscriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

(h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411."

ARTICLE XIII - COST ACCOUNTING STANDARD WITHDRAWAL is hereby added:

Cost Accounting Standard 414--Cost money as an element of the cost of facilities capital--shall not be reimbursed as an allowable cost under this contract.

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