

P1-24

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING
2. CONTRACT NO. NRC-04-93-058	3. EFFECTIVE DATE November 30, 1992	4. REQUISITION/PROJECT NO. RES-92-061
5. ISSUED BY Code:  U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Br. No. 2; P-1042 Washington, DC 20555		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt.  Washington, DC 20555
7. NAME AND ADDRESS OF CONTRACTOR SANFORD COHEN & ASSOCIATES, INC. 1355 Beverly Road Suite 250 McLean, VA 22101  Principal Investigator/Technical Contact: David Goldin Telephone No: 301-340-2836		8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6		9. DISCOUNT FOR PROMPT PAYMENT NET
11. SHIP TO/MARK FOR CODE Refer to Section F.5. herein.	12. PAYMENT WILL BE MADE BY CODE U. S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )		
14. ACCOUNTING AND APPROPRIATION DATA B&R No.: 36019202400 FIN No.: L1946 APPN No. 31X0200.360 \$479,976.		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT
The U.S. Nuclear Regulatory Commission hereby accepts S. Cohen & Associates, Inc.'s technical proposal dated June 2, 1992, as revised October 9, 1992 and November 6, 1992 in response to NRC's solicitation RES-92-061 dated May 1, 1992, as amended May 15, 1992, all of which are incorporated herein and made part of this Cost-Plus-Fixed-Fee, Indefinite Quantity, Task Order Type Contract.		
15G. TOTAL ESTIMATED CEILING AMOUNT OF CONTRACT \$2,399,879.00		
EXCEPTION TO STANDARD FORM SF26 (REV. 4-85) FAR(48 CFR) 53.214(a)		Prescribed by GSA

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ 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.)

18. ☐ 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.

19A. NAME AND TITLE OF SIGNER (Type or print) <i>Sanford Cohen, President</i>	20A. NAME OF CONTRACTING OFFICER  MARY H MACE
19B. NAME OF CONTRACTOR by <i>[Signature]</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <i>[Signature]</i> (Signature of Contracting Officer)
19C. DATE SIGNED <i>11/30/92</i>	20C. DATE SIGNED <i>12-8-92</i>

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 PROJECT TITLE

The title of this project is as follows:

Rulemaking and Regulatory Analysis Support for Requirements Involving Physical Modifications or Administrative and Procedural Modifications to NRC Licensed Facilities and Activities.

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)  
ALTERNATE I (JUN 1988)

## a. Brief description of work:

Assist the NRC in the development, documentation, and implementation of rules, petitions, backfits, and guides, and to provide assistance in the preparation of supporting regulatory analyses. If required, develop generic estimates, methodological tools, and data bases that will support a wide range of rulemakings and other regulatory actions.

b. Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

[End of Clause]

B.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)  
ALTERNATE I (JUN 1991)

a. The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$2,399,879. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.

b. The guaranteed minimum obligated by the Government under this contract is \$479,976.

c. A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a



ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

[End of Clause]

#### B.4 MINIMUM AND MAXIMUM QUANTITIES

(a) It is anticipated that approximately 50 task orders will be issued during the 2.5 year contract period of performance.

(b) The minimum quantity the Government will order and the Contractor shall furnish shall be at least \$479,976, which is 20% of the mutually agreed upon ceiling amount of the contract. The maximum quantity the Government will order and the Contractor shall furnish shall not exceed the mutually agreed upon ceiling amount of \$2,399,879.

(End of Clause)

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 STATEMENT OF WORK

## C.1.1. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) was created by enactment of the Energy Reorganization Act of 1974 as an independent Agency of the Federal Government. It is responsible for the protection of the public health and safety in the civilian use of nuclear power and nuclear materials. In the pursuit of this mission, the NRC issues rules and imposes regulatory requirements on the nuclear industry to improve the safety of licensed facilities. The NRC analyzes the benefits and costs (values and impacts) of possible new rules and regulatory requirements to assist in the decisionmaking process. This value impact analysis becomes an integral part of the NRC's regulatory analysis which is issued in support of various regulatory actions such as rules, petitions, guides, backfits, etc.

The Regulation Development Branch (RDB) within the Division of Regulatory Applications (DRA), Office of Nuclear Regulatory Research (RES), has broad responsibility to plan, develop, and direct safety research programs and related standards development for radiation protection, health effects, fuel cycle and materials, safeguards, transportation and decommissioning. As part of its functional role, RDB has direct responsibility for the preparation and coordination of certain rulemaking packages. In addition, RDB has agency-wide responsibility for a number of support functions relative to the control of all rules and regulations. These include review, technical oversight, and/or development of the regulatory analysis on behalf of the initiating office. RDB also develops methodological guidance, generic estimates, and data bases in support of the value impact analysis portion of the regulatory analysis.

## C.1.2. CONTRACT OBJECTIVES

The objective of this contract is to provide technical assistance to the U.S. Nuclear Regulatory Commission in the development, documentation, and implementation of rules, petitions, backfits, and guides, and, to assist in the preparation of supporting regulatory analyses. The contractor shall, as required, develop generic estimates, methodological tools, and data bases that will support a wide range of rulemakings and other regulatory actions. Value-impact or regulatory analyses are required for NRC rulemakings, generic issues, unresolved safety issues, regulatory guides, backfits, and other actions deemed appropriate by the Commission. The regulatory actions to be considered under this contract shall include both physical modifications to NRC licensed

facilities, and administrative and procedural changes. Assessments of the costs and benefits of physical modifications and administrative and procedural changes will be key factors involved.

#### C.1.3. WORK REQUIREMENTS

On a task ordering basis, the contractor shall provide all necessary labor, materials, and facilities necessary to perform the services required by the NRC under each individual task order issued under this contract. All such task orders will in accordance with the procedures set forth under Section G herein. It is understood that the NRC requirements specified herein (including any task orders issued hereunder) shall be for technical information and analyses and similar support to enable the NRC to make its rulemaking and regulatory judgments and that THE CONTRACTOR SHALL NOT MAKE REGULATORY DETERMINATIONS FOR THE NRC.

The work required will be defined in approximately 20 task orders per year over a thirty month period. It is entirely possible that four or five task orders could be issued simultaneously. The average task order should take approximately 12 chronological weeks and consume 15-20 staff/weeks of effort, although this estimate could vary substantially from task order to task order.

##### C.1.3.1. Approach and Method

Tasks to be performed under this contract shall include necessary technical/scientific support in the development or validation of:

- rulemaking support documents,
- regulatory analyses,
- value-impact methodological tools, generic estimates, and data bases.

##### C.1.3.2. Development of Rulemaking Support Documents

The contractor shall provide technical assistance in developing support documentation for rulemaking. The following are typical types of tasks to be performed under the contract.

- Drafting technical support documents to support NRC rulemaking and responses to petitions for rulemaking packages; (The NRC is responsible for the issuance of the final technical support document.)
- Preparing preliminary analyses of issues raised in public comments;
- Preparing economic and technical data analyses to support internal NRC Options Papers (preliminary value impact



statements) to reach early consensus on regulatory products;

- Preparing environmental analyses to support rulemaking.

#### C.1.3.3. Development of Draft Regulatory Analysis/Value-Impact Analysis

The value impact portion of the rulemaking or other regulatory package provides the technical support for NRC's analysis of a regulatory issue. As a result, these tasks require strong analytical, technical, and engineering capabilities in the quantification of costs and benefits. The rules and other regulatory issues to be supported under this contract often concern proposed requirements in which physical modifications are present. Consequently, strong expertise in engineering disciplines and nuclear plant designs, and an ability to translate performance specifications into technical design specifications are of major importance. However, many rules and other regulatory issues involve administrative and procedural changes. Support for these latter activities may involve primarily non-engineering disciplines.

Given the nature of NRC's typical benefit formulation and the availability of supporting in-house expertise, it is envisioned that the identification and quantification of benefits will constitute a much smaller level of effort on the part of the contractor than the cost side.

##### a. Costs

Rulemakings and other regulatory actions are subject to cost analyses that shall encompass all impacts of a regulatory change, covering individual as well as classes of plants or other regulated activities. After the type, extent, and duration of the impacts have been analyzed by the contractor, the contractor shall prepare draft cost estimates, when applicable, of:

- i) Capital and Operations Costs to Applicants and Licensees, e.g.,
  - purchase of components and systems (i.e., structures, pipes and valves, electrical equipment);
  - installation of components and systems;
  - engineering design and testing of components and systems to be installed;
  - development of documentation, procedures and training curricula necessary to operate newly installed components and systems;
  - in the case of nuclear power plants, downtime of the plant and cost of replacement power if modifications cannot be made during scheduled outages;
  - administrative, procedural, and analytical costs.

## ii) Implementation and Operations Costs to licensees:

- procedural costs including development and operational consequences of new or revised procedures,
- training requirements,
- staffing requirements,
- recordkeeping/information collection/reporting requirements,
- inspection and maintenance costs,
- testing and quality assurance costs,
- analytical costs including development of computer software,
- cost of replacement power and other economic consequences of changes in plant availability, and
- equipment, material, installation, engineering, and documentation costs associated with physical changes to the licensee's facility.

## iii) Occupational Exposure

- number and types of workers that are likely to be exposed to radiation;
- total number of person-rem's likely to be received by all workers;
- maximum number of rem's likely to be received by any single worker as well as the number likely to be received in a single calendar quarter.

## iv) Costs to Government Entities

- costs to NRC and other Federal agencies;
- costs to state and local agencies.

Costs shall be expressed in monetary terms, using present value with a real discount rate provided by the NRC, and using constant dollars. Tasks may require a sensitivity analysis to capture the uncertainties inherent in the quantification of attributes. Costs should be established per year per current or future regulated activity, and then summed over the remaining lifetimes for all affected activities. For reactors, costs will usually differ among classes of plants, on some defined basis. The costs to be estimated shall be limited to those that would be incurred by the regulatory change. The Contractor shall document the sources of

cost data and the methods used for deriving cost estimates.<sup>1</sup> The specific cost factors to be considered for a given rule or regulatory issue cannot be determined until a specific task has been identified. Specific guidelines and relevant documentation will be provided to the contractor upon issuance of each task order.

b. Benefits

Health and safety benefits arise due to reductions either in the probability of accidents or consequences of accidents attributable to the rulemaking initiated by the NRC. Depending on the nature of the regulatory action, other benefits may include, for example, regulatory efficiency, improvements in knowledge, savings on paperwork and operating requirements, and improvements in plant availability. Analyses shall cover all benefits of a regulatory change, including individual as well as classes of plants or other regulated activities. After the type, extent, and duration of the benefits have been analyzed by the contractor, estimates of benefits shall be made, when applicable, of:

- i) Public dose reduction expressed in person-rem averted and dollars;
- ii) Averted offsite property damage;
- iii) Averted onsite property damage.
- iv) Other benefits (e.g. regulatory efficiency, improvements in knowledge and plant availability, etc).

It should be noted that for many NRC value impact analyses (those with significant safety implications) person-rem averted and changes in core damage frequency are important parameters in the quantification of benefits. Further, when quantified at \$1000 per person-rem, it serves as a proxy for all offsite consequences. Other safety benefits such as averted onsite property damage are to be treated as offsets in the cost analysis.

With the exception of the public dose reduction, benefits should be expressed on a present worth basis with a real discount rate provided by the NRC, and using constant dollars. Tasks may require sensitivity analysis of real discount rates.

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<sup>1</sup> Citations must be from publicly retrievable materials or must be designated proprietary information. In the latter case, there should be reference to any non-proprietary versions that are publicly available. The form of the citations may follow any standard practice. Any materials or portions of materials that are proprietary shall be so identified. If not so identified, the NRC assumes no liability for disclosure or use of unmarked data. Any materials identified as proprietary shall also state the basis for such.

Benefits should be established per year per current or future regulated activity, and then summed over the remaining lifetimes for all affected activities. For reactors, benefits may differ among classes of plants, on some defined basis. The benefit to be estimated shall be limited to those that would be incurred by the regulatory change. The Contractor shall document the sources of data and the methods used for deriving benefit estimates.<sup>2</sup> The benefits to be considered in a given value impact analysis cannot be determined until a specific task has been identified. Specific guidelines and relevant documentation will be provided to the Contractor when each task order is assigned.

#### C.1.3.4 Meetings and Travel

Specific requirements for meetings and travel shall be specified in each task order issued under the contract. For a typical task order having a duration of approximately 12 weeks, meetings with NRC staff might be held on a frequency varying from biweekly to monthly. It is expected that virtually all meetings would be in Rockville, MD.

For purposes of estimating the overall budget for travel costs, the contractor shall plan on 3 one day trips for one person to Rockville, Md. for each task order. As previously stated, it is estimated that 20 task orders per year will be necessary over the 2.5 year contract period.

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<sup>2</sup> Citations must be from publicly retrievable materials or must be designated proprietary information. In the latter case, there should be reference to any non-proprietary versions that are publicly available. The form of the citations may follow any standard practice. Any materials or portions of materials that are proprietary shall be so identified. If not so identified, the NRC assumes no liability for disclosure or use of unmarked data. Any materials identified as proprietary shall also state the basis for such.

[End of Clause]

#### C.2 TRAVEL APPROVALS (MAR 1987)

a. All domestic travel requires the prior approval of the Project Officer.

b. All foreign travel must be approved in advance by the NRC on NRC Form 445 and shall be in compliance with 52.247-63, Preference For U.S. Flag Air Carriers. Such approval will be communicated in writing through the Contracting Officer.

[End of Clause]

## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]



## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

[End of Clause]

## E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

## F.2 PREPARATION OF TECHNICAL REPORTS (JUN 1991)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Handbook 3.8. NRC Handbook 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

[End of Clause]

F.3 TECHNICAL PROGRESS REPORT (OMB CLEARANCE NUMBER 3150-0112)  
(JUN 1988)

The Contractor shall provide a monthly Technical Progress Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

- a. A listing of the efforts completed during the period; milestones reached or, if missed, an explanation provided;
- b. Any problems or delays encountered or anticipated and recommendations for resolution; (if the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact).
- c. A summary of progress to date; and

d. Plans for the next reporting period.

[End of Clause]

F.4 FINANCIAL STATUS REPORT (OMB CLEARANCE NUMBER 3150-0112)  
(JUN 1988)

The Contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

- 1) Total Estimated Contract Amount.
- 2) Total Funds Obligated to Date.
- 3) Total Costs Incurred This Reporting Period.
- 4) Total Costs Incurred to Date.
- 5) Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- 6) Balance of Obligations Remaining.
- 7) Balance of Funds Required to Complete Contract/Task Order.
- 8) CSP Status:
  - (a) Project Percentage (%) of Completion cumulative through the report period for the Project/Task Order as reflected in the current CSP.
  - (b) Indicate if there has been a significant change in the original Contractor Spending Plan (CSP) projection in either dollars or percentage of completion. Identify what the change is, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to this item 8.
- 9) A revised CSP is required with the Financial Status Report whenever the Contractor or the Contracting Officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as backup to the official request for funding required in accordance with the Limitation of Cost (LOC) clause, FAR 52.232-20, or the Limitation of Funds (LOF) clause, FAR 52.232-22.

[End of Clause]

## F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

## (a) Project Officer (6 copies)

Nuclear Regulatory Commission  
Office of Nuclear Regulatory Research  
Mail Stop: NLS-129  
Washington, DC 20555

## (b) Contracting Officer (1 copy)

[End of Clause]

F.6 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE I (JUN 1988)

The ordering period for this contract shall commence on November 30, 1992 and will expire on 29 May 1995. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

[End of Clause]

## F.7 Reports, Documentation and Other Deliverable End Items

The following requirements apply unless stated otherwise in an individual task order:

1. Final Task Report, Except as otherwise stated in each task order, for each task assigned, in six (6) copies to the NRC Project Officer and one (1) copy to the NRC Contracting Officer will, as a minimum:
  - contain the financial identification number (FIN) and contract number assigned to the contract,
  - restate the task to which the Final Task Report is responding,
  - list the assumptions used in the analysis,
  - state any caveats regarding methods, data availability or other matters which apply to each factor,
  - include in an appendix computations that may be needed for explanation or illustration and a bibliography of data sources.

The Final Task Report shall be of such a caliber and written in such a way that the general public as well as scientists and engineers may understand and use the results.

A draft version of a Final Task Report, in six (6) copies to the Project Officer, shall be submitted prior to the completion of the task to allow for NRC review. Detailed reporting schedules will be established with each task order.

## 2. Other Deliverables Items

Deliverable items shall be specified in each task assignment and may consist of charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate.



## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 INDIRECT COST RATES (JUN 1988)

a. Pending the establishment of final indirect rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs as follows:

Fringe	43.65%
Overhead	10.63%
G&A	4.30%

b. The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the Contractor. It is the Contractor's responsibility to notify the Contracting Officer in accordance with 52.232-20 - Limitation of Cost or 52.232-22 - Limitation of Funds, as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.

[End of Clause]

## G.2 PROJECT OFFICER AUTHORITY (JUN 1988)

(a) The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: Dr. Clark W. Prichard

Address: U. S. Nuclear Regulatory Commission  
Office of Nuclear Regulatory Research  
Mail Stop: NLS-129  
Washington, DC 20555

Telephone Number: 301-492-3734

(b) Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer. The term "Technical Direction" is defined to include the following:

(1) Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, fills in details or otherwise serves to accomplish the contractual statement of work.

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

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

(c) Technical direction must be within the general statement of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of additional work outside the general scope of the contract.

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

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

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

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

(d) All technical directions shall be issued in writing by the Project Officer or shall be confirmed by such person in writing within ten (10) working days after verbal issuance. A copy of said written direction shall be furnished to the Contracting Officer.

(e) The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this clause and within such person's authority under the provisions of this clause.

(f) If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in c above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

(g) Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined above, the Project Officer is responsible for:

(1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements.

(2) Assisting the Contractor in the resolution of technical problems encountered during performance.

(3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

### G.3 TRAVEL REIMBURSEMENT (JUN 1988)

a. Total expenditure for domestic travel shall not exceed \$46,234.00 without the prior approval of the Contracting Officer.

b. The Contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide each additional traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

c. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.

d. When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make

all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

e. The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas". Copies of this publication may be obtained from the U.S. Government Printing Office, Washington, D.C. 20402.

[End of Clause]

#### G.4 TASK ORDER PROCEDURES (MAR 1987)

##### a. Task Order Request for Proposal

When a requirement within the scope of work for this contract is identified, the Contracting Officer will transmit to the Contractor a Task Order Request for Proposal which will include the following, as appropriate:

- (1) Scope of Work/Meetings/Travel and Deliverables.
- (2) Reporting Requirements.
- (3) Period of Performance - Place of Performance.
- (4) Applicable Special Provisions.
- (5) Technical Skills Required.
- (6) Estimated Level of Effort.

##### b. Task Order Proposal

By the date specified in the Task Order Request for Proposal, the Contractor shall deliver to the Contracting Officer a written Task Order Proposal that provides the following technical and cost information, as appropriate:

##### (1) Technical Proposal Content.

(A) A discussion of the scope of work requirements to substantiate the Contractor's understanding of the requirements of the Task Order and the Contractor's proposed method of approach to meet the objective of the order.

(B) Resumes for professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background, specific pertinent work experience and a list of any pertinent publications authored by the individual.

(C) Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the task order.

(D) Identification of "Key Personnel" and the number of staff hours that will be committed to completion of work on the Task Order.

##### (2) Cost Proposal.

The Contractor's cost proposal for each Task Order shall be prepared using the Standard Form 1411, Contract Pricing Proposal cover sheet. A copy of the form and instructions are attached to this contract. Each Task Order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the Contractor's estimated cost for the proposed Task Order exceeds \$100,000 and the period of performance exceeds six months, the Contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The Task Order Request for Proposal will indicate if a CSP is required.

c. Task Order Award

The Contractor shall perform all work described in definitized Task Orders issued by the Contracting Officer. Definitized Task Orders will include the following:

- (1) Statement of Work/Meetings/Travel and Deliverables.
- (2) Reporting Requirements.
- (3) Period of Performance.
- (4) Key Personnel.
- (5) Applicable Special Provisions.
- (6) Total Task Order amount.

[End of Clause]

G.5 ACCELERATED TASK ORDER PROCEDURES (JUN 1988)

a. The NRC may require the Contractor to commence work before receipt of a definitized Task Order from the Contracting Officer. Accordingly, when the Contracting Officer verbally authorizes, the Contractor shall proceed with performance of the Task Order subject to the monetary limitation established for the Task Order by the Contracting Officer.

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

[End of Clause]



## G.6 SUBCONTRACT APPROVAL

Pursuant to FAR 52.244-2, entitled "Subcontracts (Cost Reimbursement and Letter Contracts)", the contractor is hereby authorized to enter into subcontracts with Science & Engineering Associates, Inc. on a cost-reimbursement basis at an estimated ceiling amount of \$951,402, and with Jack Faucett Associates, Inc. on a cost-reimbursement basis at an estimated ceiling amount of \$483,883.

(End of Clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 KEY PERSONNEL (JUN 1988)

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

David Goldin

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

b. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

(1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

(2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

[End of Clause]

## H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with these regulations or requirements, the Contracting Officer, may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

[End of Clause]

## H.3 DISSEMINATION OF CONTRACT INFORMATION (JUN 1991)

The Contractor shall comply with the requirements of the attached NRC Handbook 3.8 and, if applicable, NRC Manual Chapter 3206 (See Section J for List of Attachments) regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

[End of Clause]

## H.4 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUN 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

[End of Clause]

## H.5 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (DEC 1991)

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

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor as defined in Section I, "Scope of Policy," paragraph C, of document entitled "NRC Organizational Conflicts of Interest" (see Section J, List of Attachments).

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer prior to execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work at the site or work in the same technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(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 Section II, "Definitions," paragraph F, of the document entitled "NRC Organizational Conflicts of Interest" (see Section J, List of Attachments).

(2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a

description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants that comes within the scope of work of the underlying contract. Such disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity whenever possible, and must be received by the NRC at least 15 days before the proposed award date in any event. The disclosure must include the statement of work and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when such work violates (c)(3), above.

(e) Access to and use of information.

(1) If in the performance of this contract the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)) or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)) or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on



use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in Section II, "Definitions," paragraph I, of the document entitled "NRC Organizational Conflicts of Interest" (see Section J, List of Attachments), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in Section VII, "Waiver," paragraph A, of the document entitled "NRC Organizational Conflicts of Interest" (see Section J, List of Attachments).

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting, management support services work, or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items

to the Government.

[End of Clause]

H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED  
(JUN 1988)

The Government will not provide any equipment/property under this contract.

[End of Clause]

H.7 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF  
DRUG TRAFFICKING OR POSSESSION

Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

(End of Clause)

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	APR 1984
52.215-2	AUDIT - NEGOTIATION	DEC 1989
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	DEC 1991
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-31	WAIVER OF FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991
52.216-7	ALLOWABLE COST AND PAYMENT	JUL 1991
52.216-8	FIXED FEE	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-9	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN	JAN 1991

52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	AUG 1989
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.220-4	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	AUG 1991
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	APR 1984
52.230-2	COST ACCOUNTING STANDARDS	AUG 1992
52.230-5	ADMINISTRATION OF COST ACCOUNTING STANDARDS	AUG 1992
52.232-17	INTEREST	JAN 1991
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	DEC 1991
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1989
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	APR 1991
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	JUL 1985
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 1986
52.249-14	EXCUSABLE DELAYS	APR 1984

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT  
INTEGRITY--MODIFICATION (NOV 1990)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] \_\_\_\_\_, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] \_\_\_\_\_ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

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[Signature of the officer or employee responsible for the  
modification proposal and date]

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[Typed name of the officer or employee responsible for the  
modification proposal]

\* Subsections 27(a), (b), and (d) are effective on December 1,  
1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF  
AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE,  
FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER  
SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION  
1001.

(End of Certification)

(d) In making the certification in paragraph (2) of the  
certificate, the officer or employee of the competing Contractor  
responsible for the offer or bid, may rely upon a one-time  
certification from each individual required to submit a  
certification to the competing Contractor, supplemented by  
periodic training. These certifications shall be obtained at the  
earliest possible date after an individual required to certify  
begins employment or association with the contractor. If a  
contractor decides to rely on a certification executed prior to  
the suspension of section 27 (i.e., prior to December 1, 1989),  
the Contractor shall ensure that an individual who has so  
certified is notified that section 27 has been reinstated. These  
certifications shall be maintained by the Contractor for a period  
of 6 years from the date a certifying employee's employment with  
the company ends or, for an agency, representative, or consultant,  
6 years from the date such individual ceases to act on behalf of  
the contractor.

(e) The certification required by paragraph (c) of this clause  
is a material representation of fact upon which reliance will be  
placed in executing this modification.

[End of Clause]

I.3 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL  
OR IMPROPER ACTIVITY (SEP 1990)

(a) The Government, at its election, may reduce the price of a  
fixed-price type contract or contract modification and the total  
cost and fee under a cost-type contract or contract modification  
by the amount of profit or fee determined as set forth in  
paragraph (b) of this clause if the head of the contracting  
activity or his or her designee determines that there was a  
violation of subsection 27(a) of the Office of Federal Procurement  
Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR.

In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

[End of Clause]

I.4 52.216-18 ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through May 29, 1995.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

[End of Clause]

I.5 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)

(a) MINIMUM ORDER. When the Government requires supplies or services covered by this contract in an amount of less than NA, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) MAXIMUM ORDER. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of NA;

(2) Any order for a combination of items in excess of NA;

(3) A series of orders from the same ordering office within NA days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in

paragraph (b), unless that order (or orders) is returned to the ordering office within NA days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I.6 52.216-22 INDEFINITE QUANTITY (APR 1984)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six (6) months following the contract expiration date.

[End of Clause]

I.7 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

[End of Clause]

I.8 52.222-18 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING  
PAYMENT OF UNION DUES OR FEES (MAY 1992)

(a) During the term of this contract, the Contractor agrees to post a notice, of such size and in such form as the Secretary of Labor may prescribe, in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the last sentence shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)):

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees



who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact either a Regional Office of the National Labor Relations Board or: National Labor Relations Board, Division of Information, 1717 Pennsylvania Avenue, N.W., Washington, DC 20570.

(b) The Contractor will comply with all provisions of Executive Order 12800 of April 13, 1992, and related rules, regulations, and orders of the Secretary of Labor.

(c) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) of this clause, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 12800 of April 13, 1992. Such other sanctions or remedies may be imposed as are provided in Executive Order 12800 of April 13, 1992, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

(d) The Contractor will include the provisions of paragraphs (a) through (c) in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 12800 of April 13, 1992, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance; provided, however, that if the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

[End of Clause]

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest
3	Standard Form 1411 with Instructions
4	Contractor Spending Plan (CSP) Instructions
5	Subcontracting Plan