

DI-24

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPA<sup>c</sup> (15 CFR 350) RATING

2. CONTRACT NO. NRC-94-94-050      3. EFFECTIVE DATE 01/01/94      4. REQUISITION/PROJECT NO. RES-93-047

5. ISSUED BY Code:  
US Nuclear Regulatory Commission  
Division of Contracts & Property Mgt.  
Contract Negotiation Branch 2  
Mail Stop P-1042  
Washington, DC 20555

6. ADMINISTERED BY Code:  
(If other than Item 5)  
US Nuclear Regulatory Commission  
Div. of Contracts & Property Mgmt.  
Contract Administration Br. 3  
Mail Stop P-902  
Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR  
Energy Research, Inc.  
6290 Montrose Road  
Rockville, MD 20852  
  
Principal Investigator/Technical  
Contact: Mohsen Khatib-Rahbar  
Telephone No: (301) 881-0866

8. DELIVERY  
 FOB ORIGIN  
 OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT  
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6

11. SHIP TO/MARK FOR CODE  
US Nuclear Regulatory Commission  
Attn: John Chen - NLS-324  
Ofc of Nuclear Regulatory Research  
Washington, DC 20555

12. PAYMENT WILL BE MADE BY CODE  
US Nuclear Regulatory Commission  
Division of Accounting & Finance  
GOV/COM Acctg. Section; MNBB 11104  
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: 4 60 19 202 305      JOB Code: L2194      BOC: 255  
Appn No.: 31X0200.460      Amount Obligated: \$-0-

| 15A. ITEM NO.   | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT    |
|---|------------------------|---------------|-----------|-----------------|----------------|
| The NRC hereby accepts ERI's technical proposal dated 1/27/93, as revised 10/13/93, both of which are incorporated herein by reference, for performance of an effort entitled "Individual Plant Examination of External Events (IPEEE) Submittal Reviews." This is a cost-plus-fixed-fee-requirements, task-ordering type contract. |                        |               |           |                 |                |
| 15G. TOTAL AMOUNT OF CONTRACT   |                        |               |           |                 | \$3,626,869.00 |

EXCEPTION TO STANDARD FORM SF26 (REV.4-85) Prescribed by GSA  
FAR(48 CFR) 53.214(a)

9403010186 931220  
PDR CONTR  
NRC-94-94-050 PDR

*[Handwritten signature]*

| X SEC | DESCRIPTION  | PAGE(S) |
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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<br>(Type or print)  | 20A. NAME OF CONTRACTING OFFICER  |
| Mohsen Khatib-Rahbar President  | Mary H. Mace  |
| 19B. NAME OF CONTRACTOR<br>by <u>Mohsen Khatib-Rahbar</u><br>(Signature of person authorized to sign) | 20B. UNITED STATES OF AMERICA<br>by <u>Mary H. Mace</u><br>(Signature of Contracting Officer) |
| 19C. DATE SIGNED<br>Dec 14 1993   | 20C. DATE SIGNED<br>12/20/93  |
| 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:

"Individual Plant Examination of External Events (IPEEE)  
Submittal Reviews"

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)  
ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The contractor shall provide technical support to the NRC in reviewing and evaluating licensees' individual plant examination of external events, and shall document the findings in a technical evaluation report.

- (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)

- (a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$3,626,869.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- (b) The Contracting Officer will obligate funds on each task order issued.
- (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

B.3 (Continued)

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]



## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 BACKGROUND

In the Commission policy statement on severe accidents in nuclear power plants issued on August 8, 1985, the Commission concluded, based on available information, that existing plants pose no undue risk to the public health and safety and that there is no present basis for immediate action on any regulatory requirements for these plants. However, the Commission recognizes, based on NRC and industry experience with plant-specific probabilistic risk assessments (PRAs), that systematic examinations are beneficial in identifying plant-specific vulnerabilities to severe accidents which could be fixed with low-cost improvements. As a key part of the implementation of the policy statement, the staff issued Generic Letter 88-20 on November 23, 1988, requesting that each licensee conduct an individual plant examination (IPE) for internally initiated events only.

The staff delayed the issuance of the request for a systematic individual plant examination for severe accidents initiated by external events (IPEEE) to allow the staff to carry out additional work to (1) identify which external hazards need to be evaluated, (2) identify acceptable examination methods and develop procedural guidance, (3) coordinate with other ongoing external event programs, and (4) conduct a workshop to explain the IPEEE process and to obtain comments and questions on the draft generic letter supplement and associated guidance document. The staff has completed this work and issued Supplement 4 to Generic Letter 88-20 on June 28, 1991, requesting that each licensee perform an individual plant examination of external events (IPEEE) to identify vulnerabilities, if any, to severe accidents and report the results together with any licensee-determined improvements and corrective actions to the Commission.

The general purpose of the IPEEE is similar to that of the internal event IPE--that is, for each licensee (1) to develop an appreciation of severe accident behavior, (2) to understand the most likely severe accident sequences that could occur at its plant under full power operating conditions, (3) to gain a qualitative understanding of the overall likelihood of core damage and radioactive material release, and (4) if necessary, to reduce the overall likelihood of core damage and radioactive material releases by modifying hardware and procedures that would help prevent or mitigate severe accidents. Over the next three to four years, each licensee will submit a summary document to the NRC reporting its IPEEE findings and conclusions. The summary document, or submittal, is expected to conform with NUREG-1407 which provides procedural guidance for the performance and

**C.1 (Continued)**

submittal of the IPEEE.

The IPEEE submittal reviews are to be performed by teams. The basic teams are to consist of approximately four NRC staff members: (1) a team leader and coordinator, (2) a system analyst with a general PRA and system interaction background, (3) a seismic analyst, and (4) an internal fire safety analyst. Depending on specific site conditions, one or more analysts, who specialize in analysis and design against high winds, external floods, and transportation and industrial accidents may need to be part of the team. For selected IPEEE submittals, the contractor shall provide technical support.

The purpose of this work statement is to solicit contractor technical support for the reviews of IPEEE submittals. The contractor support, provided on a task-ordering basis, will be to review and evaluate the licensee's individual plant examination of external events (IPEEE) technical analysis, and document the findings in a technical evaluation report (TER). It is expected that the contractor's support will provide additional information on which the review team members can base their final evaluation of the licensee's IPEEE process.

**C.2 OBJECTIVE**

The objective of this project is to provide technical support to enhance the NRC's evaluation and understanding of licensees' IPEEEs. Insights gained from the contractor's audit of IPEEE submittals and supporting documentation, will provide a better perspective from which to evaluate the IPEEEs, and allow a more accurate determination as to whether or not the licensee's IPEEE process meets the intent of Supplement 4 to Generic Letter 88-20.

**C.3 SCOPE OF WORK**

To carry out this overall objective, the contractor shall be required to address some or all of the items listed below:

- (1) Assessment of any limitation or weakness in the licensee IPEEE methodology.
- (2) Evaluation of any inconsistencies or shortcomings associated with the accident frequency estimates (or, high confidence of low probability of failures (HCLPFs) of components and plant when seismic margins method (SMM) is used; the screening out logic of a fire area and the quantitative analysis performed for fire compartment screening when EPRI's Fire Vulnerability Evaluation (FIVE) methodology is used based on previous experience.
- (3) Audit of licensee's event/fault tree models (or success



## C.3 (Continued)

- paths) and evaluation of any inconsistencies with known and accepted methods.
- (4) Evaluation of the licensee's IPEEE process used to identify, eliminate or reduce the effects of vulnerabilities.
  - (5) Evaluation of licensee identified vulnerabilities.
  - (6) Assessment of the dominant contributors to severe accidents and containment performance (if there are sequences different from IPE) including the strengths and weaknesses of unique design features.
  - (7) Determination of whether the analytic methods used by the licensee are capable of identifying decay heat removal vulnerabilities involving external events, consistent with resolution of USI A-45 in accordance with Generic Letter 88-20, Supplement 4.
  - (8) Determination of whether the methods or procedures used by the licensee are capable of identifying seismic vulnerabilities involving the movable in-core flux mapping system used in Westinghouse plants (Generic Issue 131) in accordance with Generic Letter 88-20, Supplement 4.

The contractor shall be able to provide technical review analysts with expertise in all areas described below to assist the NRC in its review and evaluation of IPEEE submittals. The contractor shall be required to have analysts with expertise in: (1) seismic design and analysis; (2) fire protection design and analysis; (3) nuclear related safe shutdown and supporting systems, reactor system and containment performance; and (4) the treatment of such systems within a PRA or EPRI and NRC seismic margins type approaches, and fire PRA or EPRI's Fire Vulnerability Evaluation (FIVE) methodology. The contractor shall also be required to have analysts with expertise in assessing the hazard of and design against the effects of high winds, floods, and transportation and nearby facility accidents. Seismic hazard analysis is outside the scope of this contract. The technical review analysts shall utilize the "IPEEE Review Guidance Document," as well as other interim guidance provided by the NRC Project Officer, to perform the audit.

The technical areas requiring contractor assistance are listed below.

a. Seismic Events

On a Task Ordering basis, the contractor shall perform an audit of the IPEEE submittal and supporting documentation for the seismic portion of the IPEEE. The audit will include review of samples of

## C.3 (Continued)

(as appropriate, depending on the process selected by the licensee) key areas of plant information and walkdown; seismic-response analysis and systems interaction; component fragilities and seismic capacities (HCFs) of components, systems, and structures; system analysis and accident sequence delineation; and containment performance. The audit, however, should focus on the process (PRA or SMM) used by the licensee, and the appropriate application of the process to discover instances of particular vulnerability to core damage or unusual containment behavior different from internal events analyses, rather than on the numerical estimates, or requantification of such estimates.

## b. Internal Fires

On a Task Ordering basis, the contractor shall perform an audit of the IPEEE submittal and supporting documentation for the internal fires portion of the IPEEE. The audit will include review of samples of (as appropriate, depending on the process selected by the licensee) key areas of fire hazard analysis; screening-out-logic of a fire area; plant information and walkdown; fire growth and propagation analysis; component fragilities and failure modes; plant system and response analysis (including systems interaction); quantitative analysis of fire compartment screening; and containment performance. The audit, however, should focus on the process (fire PRA or FIVE) used by the licensee, and the appropriate application of the process to discover instances of particular vulnerability to core damage or release of radionuclides, rather than on the numerical estimates, or requantification of such estimates.

## c. High Winds, Floods, and Others

For most plant sites, an audit of the high winds, floods, and transportation and nearby facility accidents (HFOs) portions of IPEEE will not be needed. However, a few sites, where bounding analyses and PRAs were performed by the licensees, may need reviews. For those sites, when Task Orders are issued by the NRC, the contractor shall perform audits on the IPEEE submittal and supporting documentation for the HFOs portions of the IPEEE. The audit will include review of one or more applicable bounding analyses or PRAs associated with HFOs, in each case, reviewing and sampling key areas of hazard analyses, plant information and walkdown, response analysis, component fragilities and failure modes, plant system analysis, and containment performance. The audit, however, should focus on the process used by the licensee, and the ability of the process to discover instances of particular vulnerability to core damage or release of radionuclides, rather than on the numerical estimates, or requantification of such estimates.

Upon receipt of a Task Order issued by the Contracting Officer,

**C.3 (Continued)**

the Contractor shall perform an audit and report its findings in one or more technical areas of a licensee's IPEEE submittal and of supporting documentation. The Contractor will interact with the NRC Project Officer and NRC team members during the review. In general, the audit will involve an examination of the IPEEE submittal and its supporting documentation and may include a site visit to meet with the licensee, audit on-site information, and conduct plant walkdowns as necessary. Detailed procedures are contained in the draft "IPEEE Review Guidance Document" which is attached to this document. It is expected that information obtained through this audit will enable the NRC review teams to better judge the quality of the licensee's IPEEE process.

**C.4 MEETINGS AND TRAVEL**

Two trips are expected and authorized for each IPEEE submittal review to the extent required for the performance of the tasks. The contractor shall plan to make one site visit, lasting up to three days, in order to perform an audit of licensee's supporting technical documentation. Longer visits may be required, but will be determined on a case-by-case basis. Site visits are to be coordinated with the NRC Project Officer.

A one-day visit to NRC Headquarters, Rockville, MD, is also anticipated for each task order. (See Section L for assumptions to be made about travel.)

[End of Clause]

**C.5 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)**

- (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 must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must 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.

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

| NUMBER   | TITLE  | DATE     |
|----------|--|----------|
| 52.246-5 | INSPECTION OF SERVICES<br>- 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.

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

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

[End of Clause]

## F.2 NRCAR 2052.212-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

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 Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 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 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

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 must identify the title of the project, the contract number, Financial Identification Number (FIN), project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and 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

**F.3 (Continued)**

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 NRCAR 2052.212-73 FINANCIAL STATUS REPORT  
- ALTERNATE 1 (JAN 1993)**

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, job code, 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) Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:
  - (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) Balance of Obligations Remaining.
  - (6) Balance of Funds Required to Complete Contract.
- (b) Detail of all direct and indirect costs incurred during the reporting period for each task.

[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 (2 copies)

**F.5 (Continued)**

US Nuclear Regulatory Commission  
Attn: John Chen - NLS-324  
Division of Safety Issue Resolution  
Office of Nuclear Regulatory Research  
Washington, DC 20555

(b) Contracting Officer (1 copy)

[End of Clause]

**F.6 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on 01/01/94 and will expire on December 31, 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.) The term of this contract may be extended at the option of the Government for an additional three one-year options.

[End of Clause]

**F.7 FINAL TECHNICAL EVALUATION REPORT**

The contractor shall submit to the NRC Project Officer three copies of a technical evaluation report (TER) three weeks after the completion of each audit. The report shall summarize all findings, results, insights, and conclusions in the areas examined. The report shall be documented, as appropriate, in accordance with Table 1 (Standard Table of Contents) in the review guidance document. If the contractor finds that the licensee's IPEEE process is obviously deficient in any of the areas examined, the Project Officer shall be notified immediately upon identification of such deficiency. Deficient or weak areas shall be clearly identified and the bases documented in the report. In addition, if the contractor finds that there are specific areas that need additional in-depth review, the Project Officer shall be notified of the areas and provided with the rationale for extended review.

(End of Clause)

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY  
(JAN 1993)

- (a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: John Chen

Address: US Nuclear Regulatory Commission  
Division of Safety Issue Resolution - NLS-324  
Office of Nuclear Regulatory Research  
Washington, DC 20555

Telephone Number: (301) 492-3919

- (b) Performance of the work under this contract is 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 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 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

## G.1 (Continued)

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 must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must 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 the project officer'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 paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the 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 there to is subject to FAR 52.233-1 - Disputes.
  - (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
    - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.



## G.1 (Continued)

- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT  
- ALTERNATE 1 (JAN 1993)

- (a) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each 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.
- (b) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (c) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations 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.

## G.2 (Continued)

(End of Clause)

## G.3 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993)

- (a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

|          | 1993   | 1994   | 1995   | 1996   | 1997   | 1998   |
|----------|--------|--------|--------|--------|--------|--------|
| Overhead | 49.11% | 48.90% | 47.16% | 46.00% | 45.50% | 44.78% |
| G&A      | 9.28%  | 8.12%  | 7.79%  | 7.78%  | 7.73%  | 7.64%  |

- (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 FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

[End of Clause]

## G.4 NRCAR 2052.216-74 TASK ORDER PROCEDURES (JAN 1993)

- (a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORP) which includes 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; and
  - (6) Estimated level of effort.
- (b) Task order proposal. By the date specified in the TORP, the contractor shall deliver to the contracting officer a written proposal that provides the following technical and cost information, as appropriate:

## G.4 (Continued)

- (1) Technical proposal content;
  - (i) 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.
  - (ii) 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.
  - (iii) Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the task order.
  - (iv) 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 must be prepared using 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 must 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 TORP indicates 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 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; and

G.4 (Continued)

(6) Total task order amount including any fixed fee.

[End of Clause]

G.5 NRCAR 2052.216-75 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

- (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 work, 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 the 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 REMITTANCE ADDRESS (MAR 1987)

Remittance address is as follows:

Name: Energy Research, Inc.

Address: PO Box 2034  
Rockville, MD 20847-2034

[End of Clause]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.204-71 SITE ACCESS BADGE  
REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

## H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

|                  |              |
|------------------|--------------|
| M. Khatib-Rahbar | R. Budnitz   |
| R. Sewell        | M. Kazarians |
| G. Parry         |              |

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(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



**H.2 (Continued)**

officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that 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 that the resultant reduction of productive 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.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED  
(JUN 1988)**

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

[End of Clause]

**H.4 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.

## H.4 (Continued)

(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 C, of the document entitled "NRC Organizational Conflicts of Interest" (see Section J, List of Attachments).

(2) The contractor agrees that, if after award, it

## H.4 (Continued)

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.

## H.4 (Continued)

(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

**H.4 (Continued)**

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.5 GOVERNMENT FURNISHED MATERIAL**

The NRC will provide IPEEE submittals required for each Task Order and other materials as required to conduct this project.

(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<br>SALES TO THE GOVERNMENT  | JUL 1985 |
| 52.203-7  | ANTI-KICKBACK PROCEDURES  | OCT 1988 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR<br>ILLEGAL OR IMPROPER ACTIVITY   | SEP 1990 |
| 52.203-12 | LIMITATION ON PAYMENTS TO<br>INFLUENCE CERTAIN FEDERAL<br>TRANSACTIONS  | JAN 1990 |
| 52.209-6  | PROTECTING THE GOVERNMENT'S<br>INTEREST WHEN SUBCONTRACTING WITH<br>CONTRACTORS DEBARRED, SUSPENDED,<br>OR PROPOSED FOR DEBARMENT | NOV 1992 |
| 52.215-1  | EXAMINATION OF RECORDS BY<br>COMPTROLLER GENERAL  | FEB 1993 |
| 52.215-2  | AUDIT - NEGOTIATION   | FEB 1993 |
| 52.215-22 | PRICE REDUCTION FOR DEFECTIVE<br>COST OR PRICING DATA   | JAN 1991 |
| 52.215-24 | SUBCONTRACTOR COST OR<br>PRICING DATA   | DEC 1991 |
| 52.215-27 | TERMINATION OF DEFINED BENEFIT<br>PENSION PLANS   | SEP 1989 |
| 52.215-33 | ORDER OF PRECEDENCE   | JAN 1986 |
| 52.215-39 | REVERSION OR ADJUSTMENT OF PLANS<br>FOR POSTRETIREMENT BENEFITS OTHER<br>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<br>CONCERNS AND SMALL<br>DISADVANTAGED BUSINESS CONCERNS  | FEB 1990 |

## I.1 (Continued)

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.219-9  | SMALL BUSINESS AND SMALL<br>DISADVANTAGED BUSINESS<br>SUBCONTRACTING PLAN             | JAN 1991 |
| 52.219-13 | UTILIZATION OF WOMEN-OWNED<br>SMALL BUSINESSES  | AUG 1986 |
| 52.219-16 | LIQUIDATED DAMAGES--SMALL BUSINESS<br>SUBCONTRACTING PLAN                             | AUG 1989 |
| 52.220-3  | UTILIZATION OF LABOR SURPLUS<br>AREA CONCERNS   | APR 1984 |
| 52.220-4  | LABOR SURPLUS AREA<br>SUBCONTRACTING PROGRAM  | APR 1984 |
| 52.222-3  | CONVICT LABOR   | APR 1984 |
| 52.222-26 | EQUAL OPPORTUNITY   | APR 1984 |
| 52.222-28 | EQUAL OPPORTUNITY PREAWARD<br>CLEARANCE OF SUBCONTRACTS                               | APR 1984 |
| 52.222-35 | AFFIRMATIVE ACTION FOR SPECIAL<br>DISABLED AND VIETNAM<br>ERA VETERANS                | APR 1984 |
| 52.222-36 | AFFIRMATIVE ACTION FOR<br>HANDICAPPED WORKERS   | APR 1984 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL<br>DISABLED VETERANS AND VETERANS<br>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<br>PURCHASES  | MAY 1992 |
| 52.227-1  | AUTHORIZATION AND CONSENT   | APR 1984 |
| 52.227-2  | NOTICE AND ASSISTANCE REGARDING<br>PATENT AND COPYRIGHT INFRINGEMENT                  | APR 1984 |
| 52.228-7  | INSURANCE - LIABILITY TO THIRD<br>PERSONS   | APR 1984 |
| 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<br>PAYMENT METHODS  | APR 1989 |
| 52.233-1  | DISPUTES  | DEC 1991 |
| 52.233-3  | PROTEST AFTER AWARD<br>Alternate I (JUN 1985)   | JUN 1985 |
| 52.242-1  | NOTICE OF INTENT TO DISALLOW COSTS  | APR 1984 |
| 52.242-13 | BANKRUPTCY  | APR 1991 |
| 52.243-2  | CHANGES - COST-REIMBURSEMENT<br>Alternate I (APR 1984)                                | AUG 1987 |
| 52.244-2  | SUBCONTRACTS (COST-REIMBURSEMENT<br>AND LETTER CONTRACTS)                             | JUL 1985 |
| 52.244-5  | COMPETITION IN SUBCONTRACTING   | APR 1984 |
| 52.249-6  | TERMINATION (COST-REIMBURSEMENT)  | MAY 1986 |

## I.1 (Continued)

| NUMBER    | TITLE                    | DATE     |
|-----------|--------------------------|----------|
| 52.249-14 | EXCUSABLE DELAYS         | APR 1984 |
| 52.253-1  | COMPUTER GENERATED FORMS | JAN 1991 |

[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.

1.2 (Continued)

(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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
[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.

- (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.

## I.2 (Continued)

- (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 52.216-18 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 the end of the contract period.
- (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.4 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 N/A, 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 N/A;
  - (2) Any order for a combination of items in excess of N/A; or
  - (3) A series of orders from the same ordering office within N/A 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



## I.4 (Continued)

shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A 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.5 52.216-21 REQUIREMENTS (APR 1984) ALTERNATE I  
(APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the

## I.5 (Continued)

Government may acquire the urgently required goods or services from another source.

- (f) 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 one year from the date of the expiration of the contract.

[End of Clause]

## I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

[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<br>of Interest              |
| 3                        | NRC Handbook 3.8  |
| 4                        | Publishing Documents in the NUREG Series,<br>NUREG-0650, Revision 1 |