

49

1. CONTRACT (Proc Inst Ident) NO: **NRC-02-82-026-10**

2. EFFECTIVE DATE: **AUG 24 1982**

3. REQUISITION/PURCHASE REQUEST PROJECT NO: **NMS-82-026**

4. CERTIFIED FOR NATIONAL REG 2 AND/OR ENR RATING: _____

5. ISSUED BY: **U.S. Nuclear Regulatory Commission**
Division of Contracts
Washington, D.C. 20555

6. ADMINISTERED BY: _____
(If other than block 5)

7. DELIVER FOR DESTINATION: **NATION**
 OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS: **Battelle**
Columbus Laboratories
505 King Avenue
Columbus, Ohio 43210

9. DISCOUNT FOR PROMPT PAYMENT: **Net 30 days**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

11. SHIP TO/MARK FOR: **U.S. Nuclear Regulatory Commission**
Division of Contracts
Attn: George Pangburn, NMSS
Washington, D.C. 20555

12. PAYMENT WILL BE MADE BY: **U.S. Nuclear Regulatory Commission**
Office of the Comptroller
Washington, D.C. 20555

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

14. ACCOUNTING AND APPROPRIATION DATA: _____

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	BASIC ORDERING AGREEMENT FOR "ENVIRONMENTAL ASSESSMENTS AND IMPACT STATEMENTS FOR LOW-LEVEL WASTE DISPOSAL FACILITIES"				

21. TOTAL AMOUNT OF CONTRACT \$ _____
CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

23. NAME OF CONTRACTOR: **Frank J. Kelly**
 BY: _____
(Signature of person authorized to sign)

27. UNITED STATES OF AMERICA
 BY: **Mary Jo Mattia**
(Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print): **B209240068 B20824**
PDR CONTR
NRC-02-82-026 PDR

25. DATE SIGNED: **JUN 23 1982**

28. NAME OF CONTRACTING OFFICER (Type or print): **Mary Jo Mattia**

29. DATE SIGNED: **AUG 24 1982**

CONTENTS OF BASIC ORDERING AGREEMENT

This Basic Ordering Agreement Consists of:

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

Article I	Description of Work
Article II	Services to be Ordered
Article III	Placing and Processing of Orders
Article IV	Pricing and Negotiation of Orders
Article V	Time of Delivery
Article VI	Reports
Article VII	Pricing of Adjustments
Article VIII	Type of Contract
Article IX	Modification of Basic Ordering Agreement
Article X	Conditions for Maintaining Agreement
Article XI	Authorized Representative
Article XII	Responsibilities of the Project Officer
Article XIII	Technical Direction
Article XIV	Order of Precedence
Article XV	Billing Instructions for NRC Cost-Type Contracts
Article XVI	Billing Instructions for NRC Fixed Price Contracts and Purchase Orders
Article XVII	Private Use and Protection of Unclassified Government Information
Article XVIII	Protection of Proprietary and Company Confidential Information
Article XIX	Inspection of Services
Article XX	Conflict of Interest
Article XXI	General Provisions/Alterations
4. Attachments

NRC Contractor Organizational Conflict of Interest (41 CFR Part 20)	Attachment 1
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NRC Organization Chart

Attachment 2

General Provisions - Fixed Price Research
and Development Contracts dated 4/01/82

Attachment 3

General Provisions - Cost Type Research
and Development Contracts with Commercial
Organizations dated 12/01/82

Attachment 4

PART III
CONTRACT SCHEDULE

ARTICLE I - Description of Work

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

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

ARTICLE II - Services to be Ordered

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

STATEMENT OF WORK

A. BACKGROUND

NRC's Office of Nuclear Material Safety and Safeguards (NMSS) has the responsibility for regulation of commercial low-level waste disposal facilities (LLWDF) in the United States. The role of NMSS in this regard is twofold:

- Renewal, reassessment and/or decommissioning of existing LLWDF and licensing of new facilities in non-Agreement States, in which case NMSS has primary responsibility; and
- Renewal, reassessment and/or decommissioning of existing LLWDF and licensing of new facilities in Agreement States, in which case NMSS' role is the provision of technical assistance to the States, as requested.

In either role, environmental planning is a prerequisite to informed decisionmaking. In the first case, NMSS is required by the National Environmental Policy Act (NEPA) and 10 CFR Part 51 to prepare either a formal environmental impact statement (EIS) or the more abbreviated environmental impact appraisal (EIA) which provides justification for not preparing an EIS. With regard to Agreement States, there is no uniform requirement for environmental analyses, but many States find the information contained in such a document is useful and, in some instances, necessary in reaching a decision on LLWDF cases.

NRC predicts that two new LLWDF applications in non-Agreement States could be forthcoming in FY82 and FY83. Similarly, two new disposal facility applications could be forthcoming in Agreement States over the same two-year period and may result in requests from the affected states for NRC technical assistance in evaluating these applications. The objective of this solicitation is to establish a Basic Ordering Agreement program under which NRC may obtain contractor services to assist in responding to LLWDF applications from non-Agreement States and requests for technical assistance from Agreement States. These applications are expected to be for near-surface land-based LLWDF and, therefore, potential contractors should have experience and expertise in this area.

B. DESCRIPTION OF AGREEMENT

The BOA provides the terms and conditions under which the contractor(s) is required to provide the services specified in the Statement of Work. This agreement is primarily used to expedite procurements and is neither intended to restrict competition nor imply that the Government will place future orders for these services.

During the performance period of this agreement, Task Orders representing various projects within the scope of work may be issued periodically. The type of contract employed for each Task Order will be subject to negotiation. An individual Task Order for a specific project issued under the BOA may require performance of all, some or only one of the tasks identified in Section C.

In the event of multiple BOA awards it is anticipated that competition among the selected BOA contractors will be solicited for individual Task Orders, depending upon the circumstances involved. Award of Task Orders may be made on the basis of price alone or on the basis of evaluation of technical qualifications, price, and other factors. IT SHOULD BE NOTED THAT SOME TASK ORDERS MAY BE SET-ASIDE FOR SOCIO-ECONOMIC PROGRAMS (e.g., 100% SMALL BUSINESS SET-ASIDE) IF DETERMINED APPROPRIATE BY THE CONTRACTING OFFICER.

C. WORK REQUIRED

The contractor shall prepare comprehensive environmental impact statements (EIS) or, in the case of a request for technical assistance from an Agreement State, environmental assessments of impacts resulting from construction, operation, closure, decommissioning and long-term care of low level radioactive waste disposal facilities (LLWDF). Analysis of impacts for an EIS or EA will include requisite disciplines described later in this section

(Task 3), but will focus on radiological impacts. A separate Task Order will be required for each LLWDF application or request for technical assistance.

The contractor shall supply the necessary facilities, material, services and personnel to accomplish the following tasks:

Task 1 - Review of Applicant's Submittals

NRC shall deliver to the contractor all pertinent submittals from the applicant within thirty (30) days of the effective date of the Task Order. These may include the applicant's license application, environmental report, proposed operational and safety procedures and such other information as is available and determined necessary by NRC to conduct an environmental analysis. The contractor shall review this material to determine if the applicant has provided sufficient information, as outlined in the NRC Standard Format and Content Guide for Environmental Reports for Low-Level Waste Disposal Facilities, for the contractor to perform the evaluation and impact analysis required for an EIS or EA. Where information is lacking or of questionable utility, the contractor shall provide to the NRC Project Officer (PO) a written list of required information and the P.O. shall submit this list to the applicant for response. Based upon the contractor's response, NRC will make the decision as to whether the Applicant has provided sufficient information for docketing and continuing the review process. Should the need for additional information arise after this initial round of questions, the same procedure shall be followed.

Generally these events will take place as follows: the contractor will make the initial request for additional information within thirty (30) days of receipt of the applicant's submittals from the Project Officer. The Project Officer shall supply the applicant's response to the contractor within forty-five (45) days of receipt of the request for additional information. The Contractor shall make a determination as to the adequacy of the additional information and notify the NRC P.O. within thirty (30) days of receipt. HOWEVER, LONGER OR SHORTER TIME FRAMES MAY BE NECESSARY FOR INDIVIDUAL PROJECTS AND SHALL BE SPECIFIED IN EACH TASK ORDER.

Task 2 - Scoping Process (EIS only)

Where a contractor is retained to prepare an environmental impact statement as per Section 102(2) (c) of the National Environmental Policy Act, NMSS will publish a Notice of Intent (NOI) to prepare an EIS subsequent to docketing. This NOI will be published in the Federal Register and may also be published in a newspaper of general circulation in the region of the applicant's proposed or existing LLWDF. Should this NOI result in a public scoping meeting as per the Council on Environmental Quality's (CEQ) Final Regulations on Implementation of Procedural Provisions of NEPA and NRC's proposed Environmental Protection Regulation for Domestic Licensing and Related Regulatory Functions and Related Conforming Amendments, NRC shall have the responsibility for identifying the time and place of such meetings and preparing a meeting agenda. The contractor shall participate in the meeting and shall be expected to present information on the proposed action, its alternatives and the mechanism for inclusion of public comments in the EIS process. In addition to this meeting, the contractor shall make contacts with appropriate local, state or federal agencies and Indian tribes which may wish to provide input to the EIS or which have responsibilities which may be affected by the proposed action. NRC expects that the scoping process shall be completed within 90 days from the effective date of a Task Order, although specific task orders will identify the specific period for completion of this process. Within fifteen (15) days of the conclusion of the scoping process, the contractor shall prepare a concise summary of the determinations and conclusions made therein, including the significant issues identified, and shall send a copy of the summary to the NRC PO. The NRC PO shall review the summary and respond to the contractor within thirty (30) days from receipt. Based on that response, the contractor shall prepare a revised summary (if required) of the scoping process and will send a copy of the revised summary to the NMSS PO within fifteen (15) days from receipt of NRC's response.

Task 3 - Preparation of Preliminary Draft Environmental Impact Statement (PDEIS) or Environmental Assessment (PDEA)

The contractor shall prepare a preliminary draft environmental impact statement(s) or environmental assessment(s) for proposed LLWDF in accordance with provisions of 10 CFR Part 51 or technical

assistance agreements between NRC and Agreement including but not limited to the following items:

1. Develop familiarity with site environmental conditions through personal reconnaissance of the site and immediate environs and through review of applicant and NRC-provided information on physical, biological, socio-cultural, and economic aspects of the site area.
2. Independently evaluate applicant's environmental impact analysis and, where required, prepare new or supplementary impact analyses. Impact analyses shall include impacts of construction, operation, closure, decommissioning and long-term care of the applicant's proposed LLWDF. Impact analyses shall identify and, to the maximum extent possible, quantify impacts of proposed and alternative courses of action in the following areas:

Radiological Impacts

- Groundwater hydrology
- Surface water hydrology
- Air quality
- Terrestrial ecology
- Aquatic ecology

Non-Radiological Impacts

- Groundwater hydrology
- Surface water hydrology
- Air quality
- Socioeconomics
- Land use
- Terrestrial ecology
- Aquatic ecology
- Cultural resources
- Benefit-cost analysis

3. Evaluate the applicant's current and future monitoring program against the NRC staff technical position paper on monitoring of LLWDF. This evaluation shall determine the ability of the applicant's program to deliver reliable information on background conditions as well as site performance and shall include, at a minimum, consideration of:

- Sampling stations (location and number)
- Sampling media
- Sampling methods and equipment
- Sample frequency
- Isotopic targets
- Quality assurance and documentation of program results.

4. Identify all Federal licenses, permits, approvals and other entitlements which must be obtained in connection with the proposed LLWDF and describe the applicant's status of compliance with these requirements. The contractor shall also identify all applicable environmental quality standards and requirements of Federal, state, regional and local agencies charged with environmental quality and determine the applicant's status of compliance with these requirements.
5. Identify a recommended course of action with regard to a decision on the proposed action and alternatives thereto. Identification of this course of action shall be made based upon an analysis of benefits and costs resulting from proposed and alternative actions. This analysis shall consider both environmental and economic benefits and costs and shall set these factors forth in tabular format for ready comparison. Recommendations for mitigation of impacts and quantitative estimates of the effectiveness and costs of these recommendations on reducing impact should also be considered.
6. Evaluate the applicant's analysis of impacts of various accident scenarios and, where required, prepare new or supplementary accident impact analyses.

Impact analyses of accidents should include both radiological and non-radiological accidents, including:

- Nuclear criticality events
- Transportation accidents
- Waste spills
- Natural phenomena
- Such other scenarios as are dictated by the NRC PO in the Task Order.

The contractor shall incorporate the results of the above analyses into a preliminary draft EIS or EA (PDEIS or PDEA). The specific contents of the PDEIS or PDEA may vary considerably due to the wide variation in requirements which different States may establish in their technical assistance agreements with NRC and due to expected changes in NRC's EIS format and content which may arise as a result of CEQ's regulations for NEPA. Regardless, general areas of content which the contractor will be responsible for preparing in each

PDEIS or PDEA are: purpose of and need for the proposed action; alternatives including the proposed action; description of the affected environment; listing of federal, state and local permits or approvals required and the status of compliance with those requirements; analysis of environmental impacts attendant to the proposed and alternative courses of action; evaluation of existing or proposed site monitoring programs; environmental impacts of accidents; benefit-cost analysis; and discussion of potential problems or objection raised by State and Federal agencies or the public at large. A specific statement of content and format of the EIS or EA shall be developed prior to issuance of each Task Order and shall be included in the Task Order.

Task 4 - Coordination with NRC on Review of PDEIS or PDEA and Preparation of Draft EIS or EA

The contractor shall submit the Preliminary Draft EIS or EA to the NRC PO for NRC review according to the schedule set forth in the Task Order. NRC (and the state, in the case of a PDEA) will have forty-five (45) days to review the document internally and prepare comments on its scope, approach, content and recommendations. At the completion of that 45 day time period, NRC shall send comments to the contractor. NRC and the contractor shall meet within fifteen (15) days of receipt of comments and shall review the comments on an item-by-item basis and arrive at a resolution. The contractor shall make any agreed-upon revisions to the document and shall deliver the Draft EIS or EA to NRC within forty-five (45) days.

Task 5 - Distribution and Comments on the Draft EIS or EA

NRC shall undertake responsibility for distribution of the draft documents to concerned agencies and the public and for receipt of comments. For a period of forty-five (45) days from date of publication in the Federal Register of the Environmental Protection Agency's notice of filing of the draft EIS,* NRC shall receive public and agency comments on the document. NRC will provide these

* In the case of a draft environmental assessment this period shall be sixty (60) days from date of distribution of the DEA to the Agreement State.

comments to the contractor at the conclusion of the comment period and shall meet with appropriate contractor personnel within fifteen (15) days of the conclusion of the comment period to identify the comments requiring responses. The contractor shall then prepare a master list of responses corresponding to the identified comments and shall submit these responses to NRC within sixty (60) days of the aforementioned comment meeting. The contractor shall also submit at this time revisions to the Draft EIS or EA based upon the comments which shall serve as the basis for the Final EIS or EA. NRC comments on these responses and revisions will be provided to the contractor within thirty (30) days of their receipt and the contractor shall respond to NRC's comments within fifteen (15) days of their receipt.

Task 6 - Preparation of Final EIS or EA

Upon receipt of NRC approval of comment responses and revisions to the text of the Draft EIS or EA, the contractor shall integrate these items into a Final EIS or EA to be submitted to NRC. This document shall be submitted to NRC within forty-five (45) days of receipt of NRC approval of comment responses and revisions to the DEIS or DEA. The number of copies to be provided shall be specified in the Task Order.

Task 7 - Documentation

The contractor shall maintain a complete file on the documentation for all work performed under Tasks 1 through 6 throughout performance of the tasks. This file shall contain one copy of each document referenced and/or developed in connection with the tasks. This shall include but is not limited to notes, original graphics, calculations, meeting minutes, trip reports, USGS topographic maps, papers from technical journals, published studies, etc. The contractor shall deliver this entire file of documentation, along with a document specifying the contents of the file and the filing system employed to the NRC Project Officer at the time of submittal of the final EIS or EA, or within fifteen (15) days of an order from NRC to deliver the documentation.

Task 8 - Hearing Support or Testimony (Option)

The NRC may require the contractor to participate in meetings or hearings arising out of this contract (other than the scoping meeting). If NRC exercises this option, the contractor shall

prepare testimony or exhibits and otherwise represent or defend all work performed under the Task Order. This work shall be performed by the contractor only upon receipt of written authorization from the Contracting Officer.

D. Reporting Requirements

Separate reports are required for each project as follows:

1. Task 1 Report

The contractor shall submit to NRC Project Officer a letter report documenting the review of the applicant's submittal(s), any deficiencies noted and additional information required from the applicant. Schedule for submittal of this report shall generally follow the requirements specified in Task 1, but will be independently established for each separate task order. Copies of this report shall be submitted to the following individuals:

NRC Project Officer - five (5) copies
Office of the Director, NMSS (Attn: Program Support)
one (1) copy
Contracting Officer - one (1) copy
Director, Division of Waste management - one (1) copy

2. Task 2 Report - Scoping Document (EIS only)

The contractor shall submit to NRC a letter report summarizing the results of the scoping process, including significant issues, determinations and conclusions. The format and content for this report shall be specified in the Task Order as shall the specific schedule for report submittal. This reporting requirement shall be imposed only in the case of a Task Order for a EIS.

Copies of the report should be submitted to the following individuals:

NRC Project Officer - five (5) copies
Office of the Director, (Attn: Program Support)
one (1) copy

Director, Division of Waste Management - one (1) copy
Contracting Officer - one (1) copy

3. Task 3 Report - Preliminary Draft Environmental Impact Statement or Environmental Assessment

The contractor shall submit to NRC the PDEIS or PDEA incorporating at a minimum the analyses and evaluations specified in Task 3. The PDEIS or PDEA shall be presented in accordance with NRC's then-current format for environmental impact statements. Specific requirements on report organization and content shall be a part of the Task Order. Present format for a NRC environmental impact statement (according to proposed revisions to 10 CFR Part 51) is listed below. Format for an environmental assessment may or may not follow this format depending upon the needs of the Agreement States as stated in the Technical Assistance Agreement.

1. Summary
2. Table of Contents
3. Purpose of and Need for the Action
4. Alternatives Including the Proposed Action
5. Affected Environment
6. Environmental Consequences and Mitigating Actions
7. List of Preparers
8. List of Agencies, Organizations and Persons to Whom Copies of the Statement are sent
9. Substantive Comments received and NRC Staff Responses
10. Index
11. Appendices (if any)

The schedule for delivery of the PDEIS or PDEA shall be specified in the Task Order for each project.

Copies of the PDEIS or PDEA shall be submitted to the following individuals:

NRC Project Officer - ten (10) copies
Office of the Director, NMSS (ATTN: Program Support)
one (1) copy
Contracting Officer - one (1) copy
Director, Division of Waste Management - one (1) copy

4. Task 4 Report - Draft Environmental Impact Statement or Environmental Assessment

The Contractor shall submit to NRC a draft environmental impact statement or environmental assessment (DEIS or DEA) in response to comments submitted by NRC on the PDEIS or PDEA. An estimated schedule for submittal of this document(s) is stated in Task 4 and shall be specified in the Task Order for each LLWDF.

Format of the document shall also be specified in the Task Order. At this time format is expected to follow the format identified above for the PDEIS or PDEA. Copies of the PDEIS or PDEA shall be submitted to the following individuals:

NRC Project Officer - ten (10) copies plus
 one (1) camera - ready copy
 Office of the Director, NMSS (ATTN: Program Support)
 one (1) copy
 Contracting Officer - one (1) copy
 Director, Division of Waste Management - one (1) copy

5. Task 5 Report- Master List of Comments and Responses and proposed EIS/EA revisions

The contractor shall submit to NRC a master list of comments on the DEIS or DEA. This list shall be based upon the formal comments provided to NRC and submitted by NRC to the contractor. The list shall include commenters' names, comment and a proposed NRC responses. In addition to this list, the contractor shall submit a corresponding copy of sections of the DEIS/DEA incorporating proposed responses to comments. These proposed changes to the DEIS/DEA shall be underlined and numerically keyed to the master list of comments.

Submittal of the list and proposed text revisions shall be made according to the general schedule in Task 5 or specific scheduling requirements in the Task Order if such requirements are provided. Copies of this report shall be submitted to the following individuals:

NRC Project Officer - five (5) copies
Office of the Director, NMSS (ATTN: Program Support)
one (1) copy
Contracting Officer - one (1) copy
Director, Division of Waste Management - one (1) copy

6. Task 6 Report - Final Environmental Impact Statement
or Environmental Assessment

The contractor shall submit to NRC a final EIS or EA which incorporates the contractor's proposed revisions to the draft EIS or EA as approved or modified by NRC. An estimated schedule for submittal of this document(s) is stated in Task 6 and shall be specified in the Task Order for each LLWDF.

Format of the document will be the same as that of the draft EIS or EA. (See Reporting Requirement Number 3). Copies of the FEIS or FEA shall be submitted to the following individuals:

NRC Project Officer - ten (10) copies plus
one (1) camera-ready copy
Office of the Director, NMSS (ATTN: Program Support)
one (1) copy
Contracting Officer - one (1) copy
Director, Division of Waste Management - one (1) copy

7. Task 7 Report - File Contents and Organization

The contractor shall submit to NRC a report specifying the contents of the document files established under Tasks 1-6. The report shall also include a description of the filing system used to organize the contents of the files. The schedule for submittal of this report is as listed under Task 7 of this RFP or as listed in the individual Task Order(s).

Copies of the report shall be submitted to the following individuals:

NRC Project Officer - five (5) copies
Office of the Director, NMSS - (ATTN: Program Support)
one (1) copy

Contracting Officer - one (1) copy
 Director, Division of Waste Management - one (1) copy

8. Monthly Progress Reports

Each month, the contractor shall submit 4 copies of a brief progress report in letter format which summarizes: (1) the work performed during the previous month; (2) percent complete of each task assigned under the Task Order (3) personnel time expenditures by labor category or individuals during the previous month; and (4) costs: (i) current period, (ii) cumulative to date, and (iii) cost projection by month to completion of the work effort. (The first monthly report shall provide the initial cost projection and subsequent reports shall either provide revised projections or indicate "no change in the cost projection.") The reports shall be due by the 15th of each month with distribution as follows:

Project Officer - one (1) copy
 Office of the Director, NMSS (ATTN: Program Support)
 one (1) copy
 Director, Division of Waste Management - one (1) copy
 Contracting Officer - one (1) copy

9. Task Reports and Final Reports

For task and final reports prepared under the provisions of the Task Orders the format shall be in accordance with the provision as stated in NRC Manual Appendix 3202 for either "Formal Contractor Documents" or "Interim Contractor Documents" as appropriate.

E. MEETINGS AND TRAVEL

The contractor shall meet with the NRC Project Officer according to the following schedule: within ten (10) days of initiation of the Task Order; during Task 4; and during the execution of Task 5. These meetings will be of one to two days duration and shall be held at the NRC offices in Silver Spring, Maryland. Should NRC opt to have the contractor participate in hearings or testimony preparation, additional days in meetings at Silver Spring may be required. (This additional meeting requirement shall be negotiated prior to the exercise of the Option.)

The contractor shall also meet with NRC at the end of each calendar quarter in a quarterly progress review. The purpose of these meetings shall be for NRC to independently examine contractor progress and thereby take necessary management actions to assure the Task Order requirements will be fulfilled. During the reviews, NRC will talk with key contractor personnel, review available draft material and examine contractor files and documentation. These meetings should be considered by the Contractor to be held at NRC offices in Silver Spring although NRC may elect to meet at the Contractor's offices.

The contractor should also plan to meet at least once with the applicant or licensee and NRC at the proposed site or in its vicinity at the onset of the Task Order as part of Task 1. Additionally, the contractor's participation in the scoping process (if required) will involve at least one trip to the general site area. Additional trips to the site vicinity could be required. Each Task Order issued will provide recommendations by NRC on travel and meetings.

F. NRC-FURNISHED MATERIAL

As stated in Task 1, NRC will make available to the contractor all pertinent submittals from the applicant as well as any other information held by NRC which is relevant to the Task Order. This additional information will include NMSS files, documents, branch technical positions, regulatory guides, environmental statements, etc. All communications between the contractor and the applicant or licensee shall be made through the NRC Project Officer.

If the NRC-furnished property, suitable for its intended use, is not so delivered to the contractor, the Contracting Officer shall, upon timely written request made by the contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant to the procedures of the "Changes" clause hereof.

G. QUALITY ASSURANCE PROCEDURES

For all draft and final technical reports delivered under this contract, the contractor shall assure that an independent review and verification of all numerical computations and mathematical equations and derivations are performed by qualified contractor personnel other than the original author(s) of the reports. If the contractor proposes to verify or check less than 100 percent of all computations and mathematical equations and derivations in the report(s), as might be the case when there are a large number of routine, repetitive calculations, the contractor must first obtain written approval from the NRC PO. Computer-generated calculations will not require verification where the computer program has already been verified.

In addition, for all reports, including those which do not contain numerical analyses, a management review shall be conducted by the Contractor's Project Manager prior to submission to the NRC. All reports shall be annotated to indicate that the review and verification has been accomplished prior to their submission to the NRC. (This may be accomplished by use of a cover letter accompanying the report, if preferable).

ARTICLE III - Placing and Processing of Orders

(a) Ordering Period: The government, from time to time, during the period commencing on the date of this agreement and ending one (1) year thereafter (hereinafter called the "ordering period") may place orders for services hereunder. Each order placed under this agreement shall be issued and processed in the manner hereinafter provided. By mutual agreement of the parties, the ordering period of the BOA may be extended one (1) additional year.

(b) Authorized Ordering Activities: Contracting officers of the NRC may place orders under this BOA. The contracting officer has full responsibility for administering all contractual actions arising from any task orders issued and has the sole responsibility and authority to make any changes to the provisions of this BOA.

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

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

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

"This is a Priced Order issued pursuant to Article III,
(c), (2) of the Basic Ordering Agreement Number _____
and _____ offer dated _____.
(Contractor Name) (Date)

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

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

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

(3) Applicable appropriation and accounting data and special invoicing instructions where applicable.

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

- (5) For Priced Orders: Agreed to, total order price and period of performance and/or delivery dates.
- (6) Such other terms and conditions as may be pertinent to the particular tasks thereby ordered.

(e) Authority to Proceed:

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

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

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

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

(f) Processing of Unpriced Orders by the Contractor:

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

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

(g) Processing of Priced Orders by the Contractor:

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

(h) Processing of Unpriced Orders by the Contracting Officer:

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

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

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

- (3) Notify the Contractor of the need for further negotiations. When an agreement on price is reached, the Contracting Officer shall issue a Supplemental Agreement definitizing the Unpriced Order into a Priced Order. The agreement shall be executed by both of the parties.

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

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

Article IV - PRICING AND NEGOTIATION OF ORDERS

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

Article V - TIME OF DELIVERY

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

Article VI - REPORTS

All reports required to be submitted to the Nuclear Regulatory Commission under any task order issued pursuant to the terms of this Basic Ordering Agreement shall be as specified in each individual order.

Article VII - PRICING OF ADJUSTMENTS

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

Article VIII - TYPE OF CONTRACT

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

Article IX - MODIFICATION OF BASIC ORDERING AGREEMENT

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

Article X - CONDITIONS FOR MAINTAINING AGREEMENT

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

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

Article XI - AUTHORIZED REPRESENTATIVE

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

ARTICLE XII - RESPONSIBILITIES OF THE PROJECT OFFICER

The Project Officer is responsible for: (1) Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the representative is authorized to approve payment vouchers for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in this contract; (2) not constitute new assignment of work or change to the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for any increase in the contract price.

If the Contractor receives guidance from the Project Officer which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the Project Officer. If the two are not able to resolve the question within 5 days, the Contractor shall notify the Contracting Officer.

ARTICLE XIII - TECHNICAL DIRECTION

- A. The NRC Project Officer named in each Task Order is responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The Project Officer is not authorized to make any commitments or any changes which constitute work not within the general scope of this contract, or constitute a basis for any increase in contract price or extension of the contract Period of Performance.
- B. Technical direction must be within the general scope 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 clause of the General Provisions, entitled "Changes."
 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.
- C. 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 submitted to the Contracting Officer.
- D. In the event the Project Officer desires a change to the contract within one or more of the categories as defined in (1) through (4) of paragraph B above, he/she must direct such request to the Contracting Officer. The Contracting Officer will handle the request in accordance with applicable laws and regulations.
- E. 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 its own funds for unallowable costs under the contract.

ARTICLE XIV - ORDER OF PRECEDENCE

In the event of an inconsistency between the terms and conditions of this contract, the inconsistency shall be resolved by giving precedence in the following order :

1. THE SCHEDULE
2. The General Provisions
3. Other terms and conditions of the contract, whether incorporated by reference or otherwise.

ARTICLE XV - BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS

General. The contractor shall submit vouchers for cost-reimbursement in the manner and format described herein and as illustrated in the sample voucher.

Form. Claims shall be submitted on the payee's letterhead, invoice or on the Government Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the Government Printing Office, 710 North Capitol Street, Washington, DC 20501.

Number of Copies. An original and four copies shall be mailed to the NRC office identified below.

Frequency. The contractor shall submit claims for reimbursement once each month unless otherwise authorized in writing by the Contracting Officer.

Billing of Costs After Expiration of Contract: If cost-reimbursements are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited.

Currency. Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession. These instructions supersede all previous billing instructions.

Preparation and Itemization of the Voucher. The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample voucher.

- (a) Payor's Name and Address. (i) Address the original voucher (with copies to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/COM Accounts Section, Washington, DC 20555.
- (b) Voucher Number. Insert the appropriate serial number of the voucher. This must be in sequential order beginning with 001 as the number to be used for the first voucher submitted under this contract.
- (c) Date of Voucher. Insert the date the voucher is prepared.
- (d) Contract Number and Date. Insert the contract number and the effective date of the contract.
- (e) Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address; except when an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee. Include name of voucher preparer and telephone number.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed fee. For incrementally funded contracts enter the amount currently obligated and available for payment.
- (g) Fixed Fee. Where applicable, insert total fixed fee.

(h) Billing Period. Insert the beginning and ending dates (day, month, and year) of the period in which costs were incurred and for which reimbursement is claimed.

(i) Direct Costs. Insert the major cost elements as follows:

(i)(1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract. Itemize by name/labor category, hours, and rate per hour.

(i)(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in direct costs should not be identified here.

(i)(3) Capitalized Nonexpendable Equipment. For educational institutions list each item costing \$1,000 or more; for contractors other than educational institutions, list each item costing \$200 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (1) the item number for the specific piece of equipment listed in the Property Schedule; (2) the Contracting Officer's Approval Letter, if the equipment covered by the Property Schedule; or (3) be preceded by an asterisk (*) if the equipment is below the approval level. Further itemization of vouchers shall only be required for items having specific limitations set forth in the contract.

(i)(4) Materials, Supplies, and Noncapitalized Equipment. This is consumable materials and supplies and equipment other than that described in (i)(3) above. Specify separately all items over \$1,000.

- (i)(5) Premium Pay. This is remuneration in excess of the basic hourly rate.
- (i)(6) Consultant's Fee. These are fees paid to consultants. List name, hours, rate per hour, and total cost.
- (i)(7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada; it should be billed separately from foreign travel. List cost elements and locations of travel: Airfare, car rental, lodging, food, parking, misc.
- (i)(8) Other. List all other direct costs in total unless in excess of \$500. If over \$500, list cost elements and dollar amount separately, e.g., subcontracts. For computer costs, specify computer type, total hours, and cost per hour of computer time.
- (j) Indirect Costs--Overhead. Cite the provisional rate specified in the contract.
- (k) G&A Expenses. Cite the provisional rate specified in the contract.
- (l) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. (See (p)).
- (m) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustment, and adjusted amounts for the period.
- (n) Cumulative Amount from Inception to Date of this Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.

- (o) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (p) Adjustments. This includes amounts conceded by the contractor, outstanding suspensions, disapprovals subject to appeal, and 15% withholding of earned fixed fee.
- (q) Grand Totals.

SAMPLE VOUCHER

(a) Payor's Name and Address
 The U.S. Nuclear Regulatory
 Commission
 Division of Accounting, CON
 Attention: Gov/Com Accts Section
 Washington, DC 20555

(b) Voucher No.

 (c) Date Voucher Prepared

 (d) Contract No. and Date

 (e) Contract Period of Performance

(f) Payee's Name and Address
 ABC CORPORATION
 100 Main Street
 Anywhere, U.S.A.
 ATTN: Jane Count(555)987-6543"OR"
 The National Bank, Anywhere, U.S.A.
 Assignee for ABC Corporation
 Anywhere, U.S.A.
 (When Payments are Assigned)

(g) Total Estimated Cost of
 Contract

 (h) Total Fixed-Fee

(i) This voucher represents reimburseable costs from July 1, 1978 through
July 31, 1978

	(m) Amount Billed for Current Period	(n) Cumulative Amount From Inception to Date of this Billing
(i) Direct Costs		\$ 6,800
(i)(1) Direct Labor(itemize)	\$ 3,400	1,200
(i)(2) Fringe Benefits(rate)	600	
(i)(3) Capitalized Nonexpendable Equipment	5,000	8,000
(i)(4) Materials, Supplies and Noncapitalized Equipment	2,000	4,000
(i)(5) Premium Pay	100	150
(i)(6) Consultant's Fee(s)	100	100
(i)(7) Travel -- Domestic	200	200
Foreign	200	200
(i)(8) Other	-0-	-0-
Total Direct Costs	\$11,600	\$20,650
(j) INDIRECT COSTS		
% of Direct Labor or Other Base(Formula)	4,000	6,000
(k) G&A Expenses	700	1,400
(l) FIXED FEE EARNED(Formula) %	\$16,300	\$28,050
(o) Total Amounts Claimed	(105)	(1,700)
(p) Adjustments(Less 15% fee with and Outstanding Suspensions, if applicable)	(0)	
(q) Grand Totals	\$16,195	\$26,350

ARTICLE XVI BILLING INSTRUCTIONS FOR FIXED PRICE
CONTRACTS AND PURCHASE ORDERS

General. The contractor shall submit vouchers or invoices as prescribed herein.

Form. Claims shall be submitted on the payee's letterhead, invoice or on the Government's Standard Form 1034 "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035 "Public Voucher for Purchases Other Than Personal -- Continuation Sheet." These forms are available from the Government Printing Office, 710 North Capitol Street, Washington, DC 20801.

Number of Copies and Mailing Address. An original and six copies shall be submitted to NRC offices identified below.

Frequency. The contractor shall submit an invoice or voucher only after NRC's final acceptance for services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher. The voucher shall be prepared in ink or typewriter (without strikeouts) and corrections or erasures must be initialed. It must include the following:

- (a) Payor's name and address. (i) Address the original voucher (with 4 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/COM Accounts Sections, Washington, DC 20555. (ii) Address 2 copies to: U.S. Nuclear Regulatory Commission, ATTN: E. L. Halman, Director, Division of Contracts, Washington, DC 20555. (iii) The original copy of the voucher should indicate that (2) copies have been forwarded to the Contracting Officer.
- (b) Voucher number. This is to be in sequential order beginning with 001 as the number to be used for the first voucher submitted under this contract or purchase order.
- (c) Date of voucher.
- (d) Contract number and date.
- (e) Payee's name and address. (Show the name of the contractor and its correct address, except when an assignment has been made by the contractor or a different payee has been designated, then insert the name and address of the payee.)
- (f) Description of articles or services, quantity, unit price, and total amount.

- (g) Weight and zone of shipment, if shipped by parcel post.
- (h) Charges for freight or express shipments, and attached prepaid bill, if shipped by freight or express.
- (i) Instructions to consignee to notify Contracting Officer of receipt of shipment.
- (j) Final invoice marked: "FINAL INVOICE"

Currency. Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

ARTICLE XVII - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

- A. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the contractor in the performance of this contract, or information developed by the contractor in the course of the work hereunder, shall be used only in connection with the work performed under this contract. The contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents and material, and any copies thereof, furnished by the Commission to the contractor or developed by the contractor in the performance of this contract.
- B. The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the contractor in connection with the performance of work under this contract. The contractor agrees to conform to all regulations, requirements, and directions of the Commission with respect to such material.
- C. The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

released to the public, the contractor agrees not to: (i) use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first; (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

- (2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR 520-1.5402(h), the contractor shall include this article, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "Contracting Officer," shall be appropriately modified to preserve the government's rights.

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

(h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 520-1.5411.

ARTICLE XXI- GENERAL PROVISIONS/ALTERATIONS

The General Provisions of any resultant Basic Ordering Agreement shall consist of:

- 1. General Provisions - Fixed Price Research & Development Contract dated 4/01/82.
- 2. General Provisions - Cost Type Research & Development Contracts With Commercial Organizations dated 12/01/81

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

Copies of the above provisions may be obtained by submitting a written request to the U.S. Nuclear Regulatory Commission, Division of Contracts, Technical Assistance Contracts Branch, Washington, D.C. 20555.

In addition, the following provisions are added to "Cost Type Research and Development Contracts With Commercial Organizations," dated 12/01/81.

Provisions Added:

3.12 Labor Surplus Area Subcontracting Program (1-1.805-3(b))

(a) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall--

(1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the Utilization of Concerns in Labor Surplus Areas clause, and (iii) administer the Contractor's "Labor Surplus Area Subcontracting Program;"

(2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;

(3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;

Page 10 of 12

(4) Maintain records showing the procedures which have been adopted to comply with the policies set forth in this clause and report subcontract awards (see 41 CFR 1-16.804-5 regarding use of Optional Form 61). Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations; and

(5) Include the Utilization of Concerns in Labor Surplus Areas clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.

(b) (1) The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or under-employment or an area of labor surplus.

(2) The term "concern located in a labor surplus area" means a labor surplus area concern.

(3) The term "labor surplus area concern" means a concern that, together with its first-tier subcontractors, will perform substantially in labor surplus areas.

(4) The term "perform substantially in labor surplus areas" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50 percent of the contract price.

(c) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Concerns in Labor Surplus Areas clause, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.

3.13 Utilization of Women-Owned Business Concerns (Over \$10,000)

(a) It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in the contract, a "women-owned business" concern means a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.

3.14 Women-Owned Business Concerns Subcontracting Program (Over \$500,000 or \$1,000,000 for Construction of Any Public Facility)

(a) The Contractor agrees to establish and conduct a program which will enable women-owned business concerns to be considered fairly as subcontractors and suppliers under this contract. In this connection, the contractor shall:

- (1) Designate a liaison officer who will administer the Contractor's "Women-Owned Business Concerns Program."
- (2) Provide adequate and timely consideration of the potentialities of known women-owned business concerns in all "make-or-buy" decisions.
- (3) Develop a list of qualified bidders that are women-owned businesses and assure that known women-owned business concerns have an equitable opportunity to compete for subcontracts, particularly by making information on forthcoming opportunities available, by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of women-owned business concerns.
- (4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of women-owned business concerns; (ii) awards to women-owned businesses on the source list by minority and non-minority women-owned business concerns; and (iii) specific efforts to identify and award contracts to women-owned business concerns.
- (5) Include the "Utilization of Women-Owned Business Concerns" clause in subcontracts which offer substantial subcontracting opportunities.
- (6) Cooperate in any studies and surveys of the Contractor's women-owned business concerns procedures and practices that the Contracting Officer may from time-to-time conduct.

- (7) Submit periodic reports of subcontracting to women-owned business concerns with respect to the records referred to in subparagraph (4) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(b) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 or \$1,000,000 in the case of contracts for the construction of any public facility and which offers substantial subcontracting possibilities, provisions which shall conform substantially to the language of this clause, including this paragraph (b), and to notify the Contracting Officer of the names of such subcontractors.

(c) The contractor further agrees to require written certification by its subcontractors that they are bona fide women-owned and controlled business concerns in accordance with the definition of a women-owned business concern as set forth in the Utilization Clause 1(b) above at the time of submission of bids or proposals.

5.8 Price Reduction for Defective Cost or Pricing Data (1-3.814-1(a))

If any price, including profit or fee, negotiated in connection with this contract or any cost reimbursable under this contract was increased by any significant sums because:

(a) The Contractor furnished cost or pricing data which was not accurate, complete and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;

(b) A subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data--Price Adjustments" or any subcontract clause therein required, furnished cost or pricing data which was not accurate, complete and current as certified in the subcontractor's Certificate of Current Cost or Pricing Data;

(c) A subcontractor or prospective subcontractor furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a subcontract cost estimate furnished by the Contractor but which was not accurate, complete and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(d) The Contractor or a subcontractor or prospective subcontractor furnished any data, not within (a), (b) or (c) above, which was not accurate as submitted: the price or cost shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the contract price due to defective subcontract data of a prospective subcontractor when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor: Provided, The actual subcontract price was not affected by defective cost or pricing data.

(Note: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his low tier subcontractors.)

5.8 Price Reduction for Defective Cost or Pricing Data - Price Adjustments
(1-3.014-1(b))

(a) This clause shall become operative only with respect to any modification of this contract which involves aggregate increases and/or decreases in costs plus applicable profits in excess of \$100,000 unless the modification is priced on the basis of adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause is limited to defects in data relating to such modification.

(b) If any price adjustment, including profit, or fee, negotiated in connection with any price adjustment under this contract was increased by any significant sums because:

(1) The Contractor furnished cost or pricing data which was not accurate, complete and current as certified in the Contractor's Certificate of Current Cost or Pricing Data;

(2) A subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data--Price Adjustments" or any subcontract clause therein required, furnished cost or pricing data which was not accurate, complete and current as certified in the subcontractor's Certificate of Current Cost or Pricing Data;

(3) A subcontractor or prospective subcontractor furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a subcontract cost estimate furnished by the Contractor but which was not accurate, complete and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(4) The Contractor or a subcontractor or prospective subcontractor furnished any data, not within (1), (2) or (3) above, which was not accurate, as submitted; the price shall be reduced accordingly and the contract shall be modified in writing as may be necessary to reflect such reduction. However, any reduction in the contract price due to defective subcontract data of a prospective subcontractor, when the subcontract was not subsequently awarded to such subcontractor, will be limited to the amount (plus applicable overhead and profit markup) by which the actual subcontract, or actual cost to the Contractor if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor. Provided the actual subcontract price was not affected by defective cost or pricing data.

(Note: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.)

(c) Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

5.9 SUBCONTRACTOR COST AND PRICING DATA (1-3.814-3(a))

(a) The Contractor shall require subcontractors hereunder to submit, actually or by specific identification in writing, cost or pricing data under the following circumstances:

(1) Prior to the award of any subcontract the amount of which is expected to exceed \$100,000 when entered into;

(2) Prior to the pricing of any subcontract modification which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed \$100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(b) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that to the best of their knowledge and belief, the cost and pricing data submitted under (a) above is accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(c) The Contractor shall insert the substance of this clause including this paragraph (c) in each subcontract hereunder which exceeds \$100,000 when entered into except where the price thereof is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such expected subcontract hereunder in excess of \$100,000, the Contractor shall insert the substance of the following clause:

SUBCONTRACTOR COST OR PRICING DATA-
PRICE ADJUSTMENTS

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any modification made pursuant to one or more provisions of this contract which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed \$100,000. The requirements of this clause shall be limited to such contract modifications.

(b) The Contractor shall require subcontractors hereunder to submit, actually or by specific identification in writing, cost or pricing data under the following circumstances:

(1) Prior to award of any subcontract, the amount of which is expected to exceed \$100,000 when entered into;

(2) Prior to the pricing of any subcontract modification which involves aggregate increases and/or decreases in costs plus applicable profits expected to exceed \$100,000; except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

5.9 Subcontract Cost and Pricing Data (1-3.914-3(a)) Cont'd

(c) The Contractor shall require subcontractors to certify, in substantially the same form as that used in the certificate by the Prime Contractor to the Government, that to the best of their knowledge and belief the cost and pricing data submitted under (b) above is accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract change or modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract hereunder which exceeds \$100,000 when entered into.

5.10 Cost Accounting Standards--Nondefense Contract (1-3.1204-2(a))

(a) Unless the Administrator of General Services has prescribed rules or regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated by the Cost Accounting Standards Board, the Contractor, in connection with this contract, shall:

(1) Follow consistently the cost accounting practices established or disclosed as required by regulations of the Cost Accounting Standards Board and administered under the Administration of Cost Accounting Standards clause. If any change in disclosed practices is made for purposes of any contract or subcontract subject to those disclosure requirements, the change must be applied in a consistent manner to this contract.

(2) Comply with all cost accounting standards which the Contractor is required to comply with by reason of concurrent performance of any contract or subcontract subject to the Cost Accounting Standards clause (4 CFR 331) and administered under the Administration of Cost Accounting Standards clause. The Contractor also shall comply with any cost accounting standard which hereafter becomes applicable to such a contract or subcontract. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract. Compliance shall continue until the Contractor completes performance of work under this contract.

(3) Agree to an equitable adjustment (as provided in the Changes clause of this contract, if any) if the contract cost is affected by a change which, pursuant to (2) above, the Contractor is required to make to his established cost accounting practices whether such practices are covered by a Disclosure Statement or not.

(4) Negotiate with the Contracting Officer to determine the terms and conditions under which a change to either a disclosed cost accounting practice or an established cost accounting practice, other than a change under (a)(3) above or (a)(6) below, may be made. A change to a practice may be proposed by either the Government or the Contractor, Provided, however, That no agreement may be made under this provision that will increase costs paid by the United States.

5.10 COST ACCOUNTING STANDARDS--NONDEFENSE CONTRACT (1-3.1204-2(a)) Cont'd

(b) Agree to an adjustment of the contract price or cost allowance, as appropriate, if it or a subcontractor fails to comply with the applicable Cost Accounting Standards or to follow any practice disclosed or established pursuant to subparagraph (a)(1) or (a)(2) above and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)), or 7 percent per annum, whichever is less, from time the payment by the United States was made to the time the adjustment is effected.

(6) Negotiate an equitable adjustment (as provided in the Changes clause of this contract, if any) when the parties agree to a change to either a disclosed cost accounting practice or an established cost accounting practice.

(b) The Contractor shall permit any authorized representatives of the head of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause until the expiration of 3 years after final payment under this contract or such lesser time specified in the Federal Procurement Regulations (FPR) part 1-20.

(c) Unless a subcontract or Subcontractor is exempt under rules or regulations prescribed by the administrator of General Services, the Contractor: (1) shall include the substance of this clause including this paragraph (c) in all negotiated subcontracts under this contract with subcontractors that are currently performing a national defense contract or subcontract that contains the clause entitled to Cost Accounting Standards and that are currently required to accept the clause in applicable national defense awards, and (2) shall include the substance of the Consistency of Cost Accounting Practices--Non-defense Contract clause set forth in § 1-3.1204-2(b) of the FPR in negotiated subcontracts under this contract with all other subcontractors. The Contractor may elect to use the substance of the solicitation notice set forth in § 1-3.1202-2(b) of the FPR in his determination of applicability cost accounting standards to subcontracts.

(d) The terms defined in § 331.20 of Part 331 of Title 4, Code of Federal Regulations, shall have the same meaning herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a contractor or subcontractor after receiving offers from at least two firms not associated with each other or such contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

(e) The administration of this clause by the Government shall be accomplished in conjunction with the administration of the Contractor's national defense contracts and subcontracts subject to rules and regulations of the Cost Accounting Standards Board, pursuant to the Administration of Cost Accounting Standards clause. For the purposes of the Administration of Cost Accounting Standards clause contained in this contract, references to the Cost Accounting Standards clause shall be deemed to include this Cost Accounting Standards--Nondefense Contract clause and reference to the Disclosure and Consistency of Cost Accounting Practices clause shall be deemed to include the Consistency of Cost Accounting Practices--Nondefense Contract clause.

5.11 ADMINISTRATION OF COST ACCOUNTING STANDARDS (1-3.1204-1(b))

For the purpose of administering Cost Accounting Standards requirements under this contract, the Contractor shall:

(a) Submit to the cognizant Contracting Officer a description of the accounting change and the general dollar magnitude of the change to reflect the sum of all increases and the sum of all decreases for all contracts containing the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practices clause:

(1) For any change in cost accounting practices required to comply with a new cost accounting standard in accordance with paragraph (a)(3) and (a)(4)(A) of the Cost Accounting Standards clause within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring such change;

(2) For any change to cost accounting practices proposed in accordance with paragraphs (a)(4)(B), (a)(4)(C) of the Cost Accounting Standards clause or with paragraph (a)(3) or (a)(5) of the Disclosure and Consistency of Cost Accounting Practices clause not less than 60 days (or such other date as may be mutually agreed to) prior to the effective date of the Proposed change;
or

(3) For any failure to comply with an applicable Cost Accounting Standard or to follow a disclosed practice as contemplated by paragraph (a)(5) of the Cost Accounting Standards clause or with paragraph (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause within 60 days (or such other date as may be mutually agreed to) after the date of agreement of such noncompliance by the Contractor.

(b) Submit a cost impact proposal in the form and manner specified by the cognizant Contracting Officer within sixty (60) days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to (a) (1), (2), or (3), above.

(c) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with paragraphs (a)(4) and (a)(5) of the Cost Accounting Standards clause or with paragraphs (a)(3), (a)(4), or (a)(5) of the Disclosure and Consistency of Cost Accounting Practices clause.

(d) When the subcontract is subject to either the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practice clause so state in the body of the subcontract and/or in the letter of award. Self-deleting clauses shall not be used.

(e) Include the substance of this clause in all negotiated subcontracts containing either the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practices clause. In addition, include a provision in these subcontracts which will require such subcontractors, within 30 days after receipt of award (or such other date as may be mutually agreed to) to submit the following information to the Contract Administration Office Cognizant of the subcontractor's facility.

5.11 ADMINISTRATION OF COST ACCOUNTING STANDARDS (1-3.1204-1(b)) Cont'd

- (1) Subcontractor's name and subcontract number.
- (2) Dollar amount and date of award.
- (3) Name of Contractor making the award.

(4) A statement as to whether the subcontractor has made or proposes to make any changes to accounting practices that affect prime contracts or subcontracts containing the Cost Accounting Standards clause or Disclosure and Consistency of Cost Accounting Practices clause unless such changes have already been reported. If award of the subcontract results in making a cost accounting standard(s) effective for the first time, this shall also be reported.

(f) For negotiated subcontracts containing the Cost Accounting Standards clause, require the subcontractor to comply with all Standards in effect on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data or date of award, whichever is earlier.

(g) In the event an adjustment is required to be made to any subcontract hereunder, notify the Contracting Officer in writing of such adjustment and agree to an adjustment in the price or estimated cost and fee of this contract, as appropriate, based upon the adjustment established under the subcontract. Such notice shall be given within 30 days after receipt of the proposed subcontract adjustment, and shall include a proposal for adjustment to such higher tier subcontract or prime contract as appropriate.

(h) When either the Cost Accounting Standards clause or the Disclosure and Consistency of Cost Accounting Practices clause and this clause are included in subcontracts, the term "Contracting Officer" shall be suitably altered to identify the purchaser.

5.12 Cost Accounting Standard Withdrawal

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

Part IV

LIST OF ATTACHMENTS

NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)	Attachment 1
NRC Organization Chart	Attachment 2
General Provisions-Fixed Price Research and Development Contracts dated 4/01/82	Attachment 3
General Provisions - Cost Type Research and Development Contracts with Commercial Organizations dated 12/01/81	Attachment 4