

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 55		
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-03-85-059		3. EFFECTIVE DATE JUL 0 8 1985		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRR-85-059			
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		6. ADMINISTERED BY (If other than Item 5)		CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) University of Nevada - Reno MacKay School of Mines Reno, Nevada 89557				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
9. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
11. SHIP TO/MARK FOR See Section F.2		12. PAYMENT WILL BE MADE BY See Section G		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1) 10 1			
14. ACCOUNTING AND APPROPRIATION DATA B&R No. 20-19-10-11-2 FIN D1325		Obligated: \$72,836					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	Earthquake Potential and Maximum Credible Earthquake for Diablo Canyon Power Plant						
15G. TOTAL AMOUNT OF CONTRACT					\$ 306,661		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) John E. Nellor Dean of the Graduate School & Research				20A. NAME OF CONTRACTING OFFICER Ronald D. Thompson			
19B. NAME OF CONTRACTOR <i>[Signature]</i>				20B. UNITED STATES OF AMERICA BY <i>[Signature]</i>			
19C. DATE SIGNED 7/3/85				20C. DATE SIGNED 1-8-85			

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Section B - Supplies or Services and Prices/Costs

B.1 Brief Description of Work

Review of the Diablo Canyon Licensee's Seismic Reevaluation Program and Participation in the NRC's Parallel Reevaluation Program

B.2 Total Estimated Cost.....\$306,661

Section C - Description/Specifications/Work Statement

C.1 Statement of Work

C.1.1 Background

In its July 1978 letter to the Commission, the Advisory Committee on Reactor Safeguards (ACRS) recommended that the earthquake basis of Pacific Gas & Electric's (PGE) Diablo Canyon Nuclear Power Plant site (DCNPP) be reassessed in about 10 years. Because of that recommendation and also because it recognized that considerable new geologic and seismic information had become available, mostly from hydrocarbon exploration off the central California coast, since the 1979 Atomic Safety and Licensing Board (ASLB) Seismic Hearing, the Nuclear Regulatory Commission (NRC) staff recommended to the Commission that conditions be applied to the DCNPP Operating License requiring a seismic reevaluation of the plant. The Commission supported that recommendation and also required that the NRC staff conduct a parallel study. The first two elements of that condition required that the geology and seismology be reexamined in light of the new information. The investigative program required by these conditions will span about 3½ years and will require NRC to review the licensee's (PGE's) work and conduct an independent geologic and seismologic study of its own.

C.1.2 Contract Objectives

The objective of this contract is to investigate the earthquake capability of faults in the Diablo Canyon site area, particularly the Hosgri fault zone. To accomplish this, integration of all available geological, geophysical and seismological data on regional and local faults and geologic structures is required to establish the neotectonic setting of faults that could cause future surface faulting ruptures or strong ground motion at the Diablo Canyon site. Also evaluation of the above data to assess the maximum credible or Safe Shutdown Earthquake for the Diablo Canyon site is required.

C.1.3 Work Requirements

Subtasks

- (a) Review licensee's revalidation program and provide comments.
- (b) Advise and assist the NRC in developing its parallel geologic and seismic program.

- (c) Collect, review, and evaluate existing geological, geophysical and seismological data to determine the neotectonic setting of the site.

Note:

These data will consist mainly of data collected since the 1979 ASLB Hearing with considerable pre-1979 information. These data will include DCNPP--relevant reports by the licensee, NRR, United States Geological Survey (USGS), intervenors, State of California, hearing transcripts, and information from industry, such as oil companies. Particular emphasis will be placed on structural data, focal mechanisms and seismicity, geometry and character of geologically young folds and faults, geomorphic and soil stratigraphic character, seismic reflection analyses of the onshore and offshore zones, remote sensing analyses, and topographic and bathymetric studies.

- (d) Conduct field observations from the air including low and high-sun-angle photography, laboratory studies of these photographs, field reconnaissances of the site and region, remote sensing imagery analysis, assessment of geophysical and seismological data, seismic reflection data and USGS recent bathymetric data (GLORIA).
- (e) Review the results of the licensee's geological and seismological investigation to revalidate the seismic design bases for the DCNPP site.
- (f) Attend meetings in Bethesda, Maryland, at the DCNPP site, and elsewhere, as required, in order to accomplish the preceding subtasks and to coordinate with the NRC, USGS, and licensee.
- (g) In coordination with the NRC geoscientists and the USGS contractor, synthesize all data (including that of the licensee) with the purposes of determining the character of faulting and folding, calibrating earthquake size with worldwide data, determining fault parameters, evaluating earthquake potential and determining the magnitude of the Safe Shutdown Earthquake.
- (h) Prepare a draft evaluation based on the results of the subtasks described above.
- (i) Prepare a final evaluation report to be included in the NRC Supplemental Safety Evaluation Report (SSER).
- (j) Prepare written testimony and appear as an expert witness at ACRS Subcommittee and ACRS Full Committee meeting, and ASLB hearings, as necessary.

C.2 Level of Effort

The NRC's estimate of the total of scientific and technical effort for this project is approximately 1.8 staff-years. This information is advisory and is not to be considered as the sole basis for the development of your staffing plans. You must detail how you intend to accomplish each objective covered herein.

C.3 Meetings and Travel

Prior to any trip taken during the period of performance under this contract, the contractor shall obtain verbal approval of the NRC Project Officer. This includes travel listed below and any unanticipated travel which is required.

1. FY 1985. The Contractor is expected to make at least one three-day trip to Bethesda, Maryland for a meeting with the NRC, USGS and the licensee; at least one three-day trip to the DCNPP site; one two-day trip to Menlo Park, California for a meeting with the USGS and on to San Diego, California to examine data at NEKTON for two days; and one two-day trip to Sacramento, California to meet with the California Division of Mines and Geology.
2. FY 1986. The Contractor is expected to make at least four three-day trips to Bethesda for meetings (one may be an ACRS Subcommittee meeting); at least one one-day trip to the DCNPP site; and one two-day trip to Menlo Park.
3. FY 1987. The Contractor is expected to make at least four three-day trips to Bethesda (one may be an ACRS Subcommittee meeting); at least one one-day trip to the DCNPP site; and two two-day trips to Menlo Park.
4. FY 1988. The Contractor is expected to make at least two three-day trips to Bethesda, at least one two-day trip to Menlo Park, two three-day trips to San Luis Obispo, California for an ACRS Subcommittee meeting and an ASLB hearing, and at least one three-day trip to Washington, DC for an ACRS Full Committee meeting.

C.4 Government Furnished Material

The NRC will furnish the contractor with the following materials:

1. Safety Evaluation Reports (SER) and SER supplements;
2. ACRS Subcommittee and ACRS Full Committee meeting transcripts;
3. ASLB and Atomic Safety and Licensing Appeal Board (ASLAB) Hearing transcripts;
4. Written direct testimony of the licensee and the licensee's consultants, the intervenor's and the intervenor's consultants, the USGS, and the NRC.

Section D - Packaging and Marking

D.1 Packaging and Marking

The Contractor shall use standard commercial packaging for all items to be delivered. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

Section E - Inspection and Acceptance

E.1 FAR Citations

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT. (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)
(R 7-1909.5 1971 Nov.)

E.2 Place of Inspection and Acceptance

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

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

The reports listed below are to be prepared in accordance with NRC Manual Chapter 3202 (Attachment 3).

Reporting Requirements

Technical Reports

All technical reports are to be submitted to the Project Officer in the format and quantity indicated. One copy of each report shall also be submitted to the NRC Contracting Officer.

- a. After completion of subtasks (a) and (b), prepare and submit to the NRC Project Officer, two reports (five copies of each): one that assesses the licensee's proposed geological and seismic program to evaluate the DCNPP seismic design, and the other that makes recommendations for the NRC staff's parallel program. These reports are due within four weeks after completion of subtasks a. and b., respectively.
- b. After completion of subtasks (c), (d), (e), (f), and (g), prepare and submit to the Project Officer a draft report (five copies) providing the results of the subtasks and a written assessment of the results. This report is due within four weeks after the completion of subtasks (c) through (g).
- c. After the NRC has completed its review of the draft report as detailed in b. above, and a meeting has been held for a discussion of its comments, a final report (five copies) shall be prepared and submitted to the Project Officer. This report is due within four weeks after receipt of NRC comments.

Monthly Business Letter Report

A monthly business letter report will be submitted by the 15th of the month to the NRR PO with copies provided to the Contracting Officer; the Director, Division of Engineering, ATTN: Program Assistant; Branch Chief, Geosciences Branch; and M. Kaltman, NRR. These reports will identify the title of the project, the FIN, the Principal Investigator, the period of performance, and the reporting period, and will contain the following sections as follows:

Project Status Section

1. A listing of the efforts completed during the period; milestones reached, or if missed, an explanation provided.
2. Any problems or delays encountered or anticipated and recommendations for resolution.¹
3. A summary of progress to date (this may be expressed in terms of percentage completion for the project).
4. Plans for the next reporting period.

Financial Status Section

1. Provide the total cost (value) of the project as reflected in the contract, the total amount of funds obligated to date, and the balance of funds required to complete the work by fiscal year as follows:

<u>Total Projected Project Cost</u>	<u>Funds Obligated To Date</u>	<u>Balance of Funds By Fiscal Year</u>	
		<u>FY</u> <u> </u>	<u>FY</u> <u> </u>

2. Provide the total amount of funds expended (costed) during the period and total cumulative to date in the following categories:*

*The contractor may substitute other accounting categories more suitable to its accounting system.

	<u>Period</u>	<u>Cumulative</u>
a. Direct Labor		
b. Indirect Labor		
c. ADP Support		
d. Travel		
e. Subcontracts		
f. Equipment and Materials		
g. Overhead		
h. Other (specify)	<u> </u>	<u> </u> ²

F.2 Place of Delivery

¹If the recommended resolution involves a contract modification, i.e., change in work requirements, level of effort (costs), or period of performance, a separate letter should be prepared and submitted to the Contracting Officer with copies provided to the Director, Division of Engineering, ATTN: Program Assistant, and the NRR PO.

²Percentage of available funds.

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

U.S. Nuclear Regulatory Commission
Attn: Harold LeFevre
Office of Nuclear Reactor Regulation
Division of Engineering
Mail Stop: P-514
Washington, D.C. 20555

F.3 Duration of Contract Period

This contract shall become effective on either the date of award or the effective date as otherwise specified, and shall continue to completion through September 1988.

F.3.1 Schedule of Tasks

The Government requires that the Tasks be accomplished in accordance with the following schedule:

<u>Item No.</u>	<u>Estimated Completion</u>
Subtask (a)	Date of Award - Sept. 1985
Subtask (b)	Date of Award - Sept. 1985
Subtask (c)	Date of Award - June 1988
Subtask (d)	Date of Award - June 1988
Subtask (e)	Date of Award - June 1988
Subtask (f)	Date of Award - July 1988
Subtask (g)	Date of Award - June 1988
Subtask (h)	April 1988 - June 1988
Subtask (i)	July 1988
Subtask (j)	Feb. 1986 - Sept. 1988

F.4 FAR Citations

52.212-13 STOP-WORK ORDER.-- Alternate 1 (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the, Termination clause of this contract or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

(AV 7-105.3 1971 APR)

Section G - Contract Administration Data

G.1 Consideration

A. Estimated Cost and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$306,661.
2. Total funds currently available for payment and allotted to this contract are \$72,836.
3. It is estimated that the amount currently allotted will cover performance through subtask (b) which is scheduled to be completed in September 1985.

G.2 Overhead/General and Administrative Rates

- A. The Contractor shall be reimbursed for allowable indirect costs hereunder at the following predetermined rate of of modified total direct costs for the contractor's FY 85, FY 86, and FY 87.*

Pending the establishment of final FY 88 and FY 89 indirect cost rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of percent of modified total direct costs.

*The contractor's fiscal year begins on July 1 and ends on June 30.

- B. Notwithstanding A. of this Section, said provisional overhead rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

G.3 Technical Direction

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section G.4 of this contract. 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, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
 3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- 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.

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

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 B(1) through (4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

- D. 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.
- E. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

G.4 Project Officer

- A. The individual(s) listed in "B" below is (are) hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract, or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope 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 Project Officer is authorized to review all costs requested for reimbursement by Contractors and submit recommendations for approval, disapproval, or suspension 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 the 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; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

B. Name and Mail Code: Harold Lefevre, Mail Stop P-514
U.S. Nuclear Regulatory Commission
Office Address: Division of Engineering
Washington, DC 20555
Telephone Number: (301) 492-7732

G.5 Travel Reimbursement

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

1. Per diem shall be reimbursed at a daily rate not to exceed \$50.00. The per diem amount is comprised of lodging expense plus \$23.00 for meals and miscellaneous expense, the total of which shall not exceed the daily rate.
2. Should the contractor be required to travel to one of the high rate geographical areas as detailed in the Federal Travel Regulations (FTR), actual subsistence costs shall be reimbursed at the daily rate specified in the FTR for that area, not to exceed \$75.00.
3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20.5¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$25.00.

G.6 Payment Due Date

- (a) Payments under this contract will be due 30 calendar days after the later of:

- (1) The date of actual receipt of a proper invoice (original and 4 copies) to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555

or

- (2) The date the final deliverable product/service is accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.
- (c) If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph (b) of this clause will apply to the new delivery of the final product/service.
- (d) The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.7 Invoice Requirements

Invoices shall be submitted in an original and 4 copies to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description price and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating documentation or information as required by the contract.

G.8 Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payment of the expiration invoice under this contract and requires the payment of interest to Contractors on

overdue payments of the expiration invoice or improperly taken discounts.

- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.
- (c) For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

G.9 Method of Payment

- (a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.
- (b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.
 - 1. Name and address of organization
 - 2. Contact person and telephone number
 - 3. Name and address of financial institution
 - 4. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
 - 5. Telegraphic abbreviation of financial institution
 - 6. Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System

7. Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
 8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
 9. Telegraphic abbreviation of correspondent financial institution
 10. Signature and title of person supplying this information
- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

Section H - Special Contract Requirements

H.1 Key Personnel

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

David B. Slemmons

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

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

- (c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof 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, or, at the discretion of the Contracting Officer if he 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.

H.2 Safety, Health, and Fire Protection

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

H.3 Dissemination of Contract Information (OMB Clearance Number 3150-0112)

The Contractor shall not publish, permit to be published, or disseminate to the public any information, oral or written, concerning the work performed under this contract without the prior written consent of the Contracting Officer. Two copies of any information proposed to be published or disseminated shall be submitted to the Contracting Officer. Failure to comply with this clause shall be grounds for termination of this contract.

H.4 Private Use of Contract Information and Data

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

H.5 Drawings, Designs, and Specifications

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the

part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H.6 Proprietary Data and Confidential Information

In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

H.7 Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) Is not placed on a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) Work for Others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement

with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

(d) Disclosure after award.

(1) The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402(a).

(2) The Contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the Government.

(e) Access to and use of information.

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

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

(ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;

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

(iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

(2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it

produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, 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 prescriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

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