

ADAMS



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

October 24, 2000

Center for Nuclear Waste
Regulatory Analyses
Attn: Paul Maldonado, Contract Administrator
6220 Culebra Road, Post Office Drawer 28510
San Antonio, TX 78228-0510

Subject: Close out of Contract NRC-02-97-008

Dear Mr. Maldonado:

The subject contract ended September 30, 1999, and we are initiating closeout action. Please submit your final invoice including all indirect rate adjustments and remaining fee.

In addition, please complete the enclosed Property Certification, and the Patents, Copyrights and Royalties forms and send them to the following address. If negative reports are appropriate, statements to that affect are required.

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management, Mail Stop T712
Attn: Barbara Meehan
Washington, DC 20555

You are also requested to complete the enclosed forms regarding Final Release, General Assignment and Certification regarding application of proceeds from refunds, rebates, credits and other amounts required by the contract. You are reminded that your contract records must be preserved for possible access by the Comptroller General in accordance with the "Examination of Records" clause.

If you have any questions, please do not hesitate to contact me at (301) 415-6730.

Sincerely,

Barbara Meehan
Barbara Meehan, Contracting Officer
Contract Management Branch No. 2
Division of Contracts and
Property Management
Office of Administration

Enclosures: As stated

TEMPLATE - ADM-001

ADM02

PROPERTY CERTIFICATION

Contractor Southwest Research Institute Contract No. NRC-02-97-008

Please complete Item I or II as applicable:

- I. There was no residual Government-owned property of any description remaining at the completion of this contract. Therefore, this constitutes a negative reply to your request for a final inventory of residual Government-owned property on this subject contract.

SIGNATURE _____

TITLE _____ DATE _____

- II. A final inventory of residual GOVERNMENT-OWNED PROPERTY ONLY, is enclosed for the category (or categories) checked below:

- Equipment
 Materials and Supplies

Except for the category (or categories) checked above, no other residual Government-owned property of any description remains on this contract, at its completion.

SIGNATURE _____

TITLE _____ DATE _____

All Government-owned property (whether acquired with contract funds or Government-furnished) must be disposed of at the completion of this contract. Since this agreement is in the process of being closed-out, please furnish us an inventory of such residual Government owned property in your possession relating to this contract. Items of equipment acquired with contract funds, title to which is vested in the Contractor, should NOT be included.

The inventory should be in two parts:

- (a) Capital Equipment - Items having a value of \$200 (for Industrial Contractors) or \$500 (for University Contractors) and having a life expectancy of one year or more.
- (b) Non-capital Equipment - Minor equipment, materials and supplies, residuals from production, scrap, and other special materials (such as platinum), etc.

The inventory should show for each item the following:

1. Completion description - Manufacturer and Model Number
2. Tag numbers for capital equipment
3. Unit cost and original purchase date
4. Condition and date acquired
5. Quantity
6. Quantity of weights for other special materials
7. Location of property

Additionally, answer the following questions:

- a. Would you desire to purchase or retain the property at cost or can the property be returned to the suppliers? Indicate your offer to purchase.
- b. Is dismantling or special handling required for transfer?
If so, what are the estimated costs?
- c. How much time is required for dismantling, special handling, and packing?

Type and level of radioactive contamination should be provided on items reported, when appropriate, or a general statement included that none is contaminated.

NEGATIVE PATENT/COPYRIGHT/ROYALTY/CLASSIFIED CERTIFICATION

- () I certify that no inventions or discoveries were made in the course of the performance of this contract.
- () I certify that no copyrights were secured, produced or composed in the course of the performance of this contract.
- () I certify that no notices or claims of patent or copyright infringement based on the performance of this contract have been received by the contracting organization or its subcontractors.
- () I certify that no royalty payments were directly involved in the contract or reflected in the contract price to the Government, nor were any royalties or other payments paid or are there any to be paid directly to others in connection with the performance of this contract
- () I certify that no classified matter remain in the possession of the contracting organization or its subcontractors.

(DATE)

(SIGNATURE)

(TITLE)

(ORGANIZATION)

(NRC CONTRACT NUMBER)

NOTE: This form is to be completed and returned immediately to: USNRC,
Attn: Barbara Meehan, M/S T712

(CORPORATE SEAL)

CONTRACTOR'S RELEASE

Contract No. _____

Pursuant to the terms of Contract No. _____ and in consideration of

the sum of _____ Dollars
(\$ _____) which has been or is to be paid under the said contract to

_____ (Contractor's name and address). (herein after called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of the exact statement by the Contractor, as follows:
2. Claims together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and claims which are not released as set forth above, that he will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this _____ day of

(Contractor)

WITNESSES _____

BY _____

TITLE _____

(NOTE: In the case of a corporation, witnesses are not required, but the certificate on page 2 of this CONTRACTOR'S RELEASE must be completed).

CERTIFICATE

I, _____, certify that I am the _____
_____ (official title) of the corporation named as the contractor in the
foregoing release; that _____ who signed said release on behalf of
the Contractor was the _____ (official title) of said corporation;
that said release was duly signed for and in behalf of said corporation by
authority of its governing body and is within the scope of its corporate
powers.

Signature _____

(CORPORATE SEAL)

GENERAL ASSIGNMENT

ESTIMATED BURDEN PER RESPONSE TO COMPLY WITH THIS INFORMATION COLLECTION REQUEST 20 HRS FORWARD COMMENTS REGARDING BURDEN ESTIMATE TO THE INFORMATION AND RECORDS MANAGEMENT BRANCH (MN88 7714), U.S. NUCLEAR REGULATORY COMMISSION, WASHINGTON, D.C. 20555, AND TO THE PAPERWORK REDUCTION PROJECT (3150-0114), OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503

Pursuant to the terms of contract number _____ and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, (Contractor) _____ with its principal place of business at _____, does hereby:

1. Assign, transfer, set over, and release to the UNITED STATES OF AMERICA (*hereinafter called the Government*), all rights, title, and interest to all refunds, rebates, credits, or other amounts (*including any interest thereon*) arising out of the performance of said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (*including any interest thereon*) due or which may become due, and to promptly forward to the Contracting Officer checks made payable to the Treasurer of the United States for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms thereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (*including any interest thereon*); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this _____ day of _____, 19____.

CONTRACTOR

BY:

TITLE

CERTIFICATION

I, _____, certify that I am the _____ of the corporation named as Contractor in the foregoing assignment; that _____ who signed said assignment on behalf of the Contractor was then the (*Officer*) _____ of said corporation; that said assignment was duly signed for and on behalf of said corporation by authority of its government body and is within the scope of its corporate powers.

(Corporate Seal)