

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. NRC-04-80-177		2. EFFECTIVE DATE SEP 9 1980		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-80-177 dated 11/27/79		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING.	
5. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555			6. ADMINISTERED BY <i>(If other than block 5)</i>			7. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, State, and ZIP code)</i> Battelle Memorial Institute Columbus Laboratories 505 King Avenue Columbus, OH 43201		9. DISCOUNT FOR PROMPT PAYMENT NET	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 11. See also Prov. 5.2 to Gen'l Provs., "Allowable Cost, Fee,			

11. SHIP TO/MARK FOR U. S. Nuclear Regulatory Commission Office of Nuclear Regulatory Research Washington, DC 20555 ATTN: R. Sherry		12. PAYMENT WILL BE MADE BY U. S. Nuclear Regulatory Commission Office of the Controller Washington, DC 20555	
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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
**B&R NO. 60191101 FIN NO. B6747 Ceiling: See Below*
 \$75,000.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>AWARD OF A COST PLUS FIXED FEE CONTRACT AS THE RESULT OF A COMPETITIVE PROCUREMENT (RFP RS-RES-80-177) FOR A RESEARCH STUDY ENTITLED "FISSION PRODUCT TRANSPORT ANALYSIS."</p> <p>BATTELLE MEMORIAL INSTITUTE COLUMBUS LABORATORY'S PROPOSAL NO. 546-J-5797, DATED MAY 5, 1980.</p> <p>*INCREMENTAL FUNDING OF \$75,000.00 PROVIDED BY THIS ACTION. REMAINING \$728,910.00 TO BE PROVIDED, SUBJECT TO THE AVAILABILITY OF FUNDS, IN FY-81 AND FY-82 BUDGETS.</p>				

21. ESTIMATED CEILING TOTAL AMOUNT OF CONTRACT \$ **803,910.00**
 CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>4</u> 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. <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.	
23. NAME OF CONTRACTOR <i>(Signature of person authorized to sign)</i>		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	

24. NAME AND TITLE OF SIGNER (Type or print) T. F. RICHARDSON CONTRACTING OFFICER	25. DATE SIGNED SEP 05 1980 800 40 038	28. NAME OF CONTRACTING OFFICER (Type or print) Kellogg V Morton	29. SIGNED C
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ARTICLE II - PERIOD OF PERFORMANCE

The performance of work described in ARTICLE I hereof shall commence as of the effective date of this contract and shall continue to completion thereof, estimated to occur within 36 months after said contract is effective.

ARTICLE III - CONSIDERATION AND PAYMENT

A. Estimated Cost, Fixed Fee and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$ _____, of which the sum of \$ _____ represents the estimated reimbursable costs, and of which \$ _____ represents the fixed fee.
2. Total funds currently available for payment and allotted to this contract are \$ _____, of which _____ represents the estimated reimbursable costs, and of which \$ _____ represents the fixed fee.
3. It is estimated that the amount currently allotted will cover performance through October 1, 1980.

B. Payment

The Government shall render payment to the contractor in approximately thirty (30) days after submission of proper and correct invoices or vouchers.

Additional provisions relating to payment are contained in Clause 5.1-3 of the General Provisions hereto.

ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES, PARAGRAPHS A & B ARE REVISED TO READ:

- A. Pending the establishment of final overhead 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 Total Direct Labor and _____ percent of Research Department Burden.
- B. DELETED
- C. Notwithstanding A. above, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

Under ARTICLE VI - KEY PERSONNEL, the following names are added:

- J. A. Gieseke
- M. R. Kuhlman
- K. W. Lee
- P. Baybutt
- S. Raghuram

Under ARTICLE VII - TECHNICAL DIRECTION AND AUTHORIZED REPRESENTATIVE
insert the following name:

Mr. Richard Sherry

Under ARTICLE VIII - TRAVEL REIMBURSEMENT, the solicitation Article is
deleted and replaced by the following:

ARTICLE VIII - Travel Reimbursement

The contractor will be reimbursed for the following reasonable domestic travel
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 \$35.00.
The per diem amount is comprised of lodging expense plus \$16.00 for
meals and miscellaneous expense.
2. When travel is to one of the high-rate geographical areas listed
below, actual subsistence costs shall be reimbursed at a daily rate
not to exceed the rates indicated:

Washington, DC	\$50.00
Albuquerque, NM	\$49.00

3. The cost of travel by privately owned automobile shall be reimbursed
at the rate of 18½¢ 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
micellaneous items in excess of \$15.00.
7. If foreign travel is required in the performance of this contract,
General Provision Clause 3.5, "Preference for U.S. Flag Air Carriers,"
applies.
8. All foreign travel must be approved in advance by the Commission on NRC
Form 445.

Additional guidance is furnished by FPR 1-1.323.3.

ARTICLE IX - CONFLICT OF INTEREST is hereby added as follows:

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

- (1) is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relates 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 article.

(c) Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees 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 article. 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 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 §20-1.5411.

ARTICLE X - GENERAL PROVISIONS/ALTERATIONS

This contract is subject to the attached provisions of Appendix A, General Provisions, entitled "Cost Type Research and Development Contracts With Commercial Organizations," dated 2/6/80.

NOTE: AVAILABILITY OF TEXT OF CLAUSES - The complete text of clauses, incorporated by reference, is available, for a nominal fee, in the publication entitled "Code of Federal Regulations - 41 CFR 1-1.000, Chapter 1 to 2, Federal Procurement Regulations (Chapter 1)" which may be obtained from the Superintendent of Documents, U. S. Government Printing Office, Washington, D.C. 20402. Copies of the complete text of specific clauses are available from the Nuclear Regulatory Commission, Division of Contracts, Washington, D.C. 20555 and will be furnished upon request.

Provisions deleted in their entirety:

Provision 1.8, "Payment of Interest on Contractors' Claims"

Provisions deleted and superseded by the following:

<u>Provision No.</u>	<u>FPR Reference</u>	<u>Title</u>	<u>Date</u>
1.1	1-7.402-1	"Definitions"	Aug 4, 1975
1.10	1-7.102.12	"Disputes"	Feb 5, 1980
1.13	1-7.103-3	"Examination of Records by Comptroller General"	Sep 25, 1975
3.5	1-1.323-2	"Preference for U.S. Flag Air Carriers" and "Certification of Unavailability of U.S. Flag Air Carriers"	Dec 8, 1976
3.9	FPR Temp. Reg. No. 50	"Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals"	May 23, 1980

Provisions added:

3.13	OFPP* Policy Letter 80-4	"Utilization of Women-Owned Business Concerns"	Apr 29, 1980
3.14	OFPP* Policy Letter 80-4	"Women-Owned Business Concern Subcontracting Program" (Applicable to contracts over \$500,000 or \$1,000,000 for construction of any public facility)	Apr 29, 1980

*OFPP (Office of Federal Procurement Policy)