

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-02-80-062** 2. EFFECTIVE DATE **9/3/80** 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **NMS-80-062** 4. CERTIFIED FOR NATIONAL DEFENSE UNDER 801A REG. 2 AND/OR DMS REG. 1. 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. DELIVERY FOB DEST: NATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **Chem-Nuclear Systems, Inc.
240 Stoneridge Drive, Suite 100
Columbia, South Carolina 29210** 9. DISCOUNT FOR PROMPT PAYMENT 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

11. SHIP TO/MARK FOR 12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission
Office of the Controller
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
FIN: **B-6973-0** B&R: **50-19-03-02** OBLIGATE: **\$23,000.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Provide all necessary Personnel, Facilities, Materials and Services for the preparation of a file containing copies of all 1978 and 1979 radioactive materials received and disposed of at the Chem-Nuclear Barnwell, South Carolina site.				
FIRM FIXED PRICE CONTRACT					

21. TOTAL AMOUNT OF CONTRACT \$ **23,000.00**

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 or shall be 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 **William T. Gregory III**
BY (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA
BY **D. J. Dougherty**
(Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) **William T. Gregory III
Manager, Technical Marketing** 25. DATE SIGNED **9/26/80**

28. NAME OF CONTRACTING OFFICER (Type or print) **D.J. Dougherty** 29. DATE SIGNED **9/30/80**

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SCHEDULE

Article I - Scope of Work

1.0 Background

The U.S. Nuclear Regulatory Commission (NRC) is developing licensing procedures, performance objectives and technical criteria for the disposal of low-level waste (LLW). The Chem-Nuclear site at Barnwell, South Carolina is one of the four sites which receive LLW for disposal during the calendar years of 1978 and 1979. Information about the sources and quantities of waste generated is needed to aid in the development to these criteria. The NRC is requesting that the above disposal facility operator provide copies of records of LLW disposed of at the site.

2.0 Statement of WorkA. Work Required

The contractor will prepare a file containing copies of 1978 and 1979 records of all radioactive material receipt and disposals at the site. The receipt and disposal records shall be organized into sections by month and the waste volume and curies of activity shall be tabulated for each section. The file shall include any other information accompanying the records that may provide further specific information about particular waste shipments (e.g., the date of receipt, the type, quantity and form of radioactive material received, the originator, the originating city, the shipping distance, and the type of package in which the radioactive material was shipped). Other information which would help NRC in understanding and interpreting the records shall also be included in the file.

B. Deliverables

The contractor will provide to the Project Officer no later than November 30, 1980, the file containing copies of all records and other information identified in the task requirements for the years 1978 and 1979. These records shall be legible and delivered to NRC in chronological order.

C. Progress Reports

The contractor will be required to provide verbal status via telephone to the Project Officer not less frequently than

every two weeks from the date of the contract award. These reports shall consist of an assessment of progress made to date, as well as any problems related to the procurement.

D. Meetings

No meetings shall be required.

E. NRC Furnished Material

No material will be furnished by NRC.

Article II - Period of Performance

The period of performance for this contract shall be from the effective date of the contract through November 30, 1980, at which time all files shall have been delivered to the NRC and all work under this contract shall have been completed.

Article III - Consideration

- A. The contractor shall be paid a total fixed price of \$23,000.00 for all services performed hereunder and for all deliverables in accordance with Clause No. 3 entitled, "Payments" of the General Provisions for Fixed Price Technical Assistance Contracts.
- B. The contractor may submit an invoice for payment of the above amount upon acceptance by the Commission of all work performed and all deliverables. Payment by the Commission will be made as is reasonably practical after submission of invoice, voucher or other supporting documents as evidence as the Contracting Officer may require.

Article IV - Key Personnel

Pursuant to Clause No. 39 of the General Provisions hereto, entitled "Key Personnel", the following individuals are considered essential to the work being performed under this contract:

Ms. Nancy Mandeltort, Project Engineer
Mr. Ken Whitaker, Project Engineer
Mr. Mark Whittaker, Project Engineer

SCHEDULE

ARTICLE V - 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 preview 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.

Mr. Gary Roles,
this contract.

is designated as the NRC Project Officer for

ARTICLE VI TECHNICAL DIRECTION

A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Article V 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.

Article VII - Protection of Proprietary and Company Confidential Information

If proprietary or company confidential data is provided to the contractor by the Government in connection with this contract, the contractor agrees to safeguard such information and agrees not to release such information to any person not directly involved in the performance of work under this contract unless such release is authorized in writing by the Contracting Officer. Upon completion or termination of this contract, all copies of any such proprietary or company confidential data shall be returned to the Commission.

Article VIII - Private Use Protection of Unclassified Government Information and Contract Information and Data

- (a) Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records, data, information, documents and material developed or acquired by or furnished to the contractor in the performance of this contract 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 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 the work under this contract. The contractor agrees to conform to all regulations, requirements, and direction 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.

Article IX - Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals

- (a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.
- (b) The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The contractor further agrees to cooperate in any studies or surveys that may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the contractor's compliance with this clause.

- (c) (1) The term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto.
- (2) The term "small business concerns" owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--
- i. which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. whose management and daily business operations are controlled by one or more of such individuals.

The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- (d) Contractors acting in good faith may rely on written representations by their subcontractors as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

Article X - Definitions

As used throughout this contract, the following terms shall have the meanings set forth below:

- a. The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, and Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the Agency or the Secretary.

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ARTICLE XI - CONFLICT OF INTEREST

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) Is not placed in a conflicting role because of current or planned 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 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 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

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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 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 XII - Order of Precedence

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

1. The SCHEDULE: (Note: - Nothing contained in the Contractor's proposal, whether or not incorporated by reference, shall constitute a waiver of any terms or conditions provided in the SCHEDULE.)
2. The General Provisions
3. Other terms and conditions of the contract, whether incorporated by reference or otherwise.

General Provisions

The General Provisions of this contract will consist of Appendix A, "General Provisions, Fixed Price Technical Assistance Contract, "dated February 15, 1978 (attached hereto).