

STANDARD FORM 20, JULY 1960 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41CFR) 1-16.101		AWARD/CONTRACT			PAGE 1	OF 5
1. CONTRACT (Proc. Inst. Ident.) NO. NRC-19-81-491		2. EFFECTIVE DATE 10/16/80	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA No. OPE-81-491		4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA 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 DESTINATION <input checked="" type="checkbox"/> <input type="checkbox"/> OTHER (See below)	
8. CONTRACTOR NAME AND ADDRESS (Street, city, county, State, and ZIP code) Teknekron Research, Inc. ATTN: Mr. Ronald Wood 1483 Chain Bridge Road McLean, VA 22101			9. FACILITY CODE		9. DISCOUNT FOR PROMPT PAYMENT Net 30	
11. SHIP TO/MARK FOR U. S. Nuclear Regulatory Commission Office of Policy Evaluation ATTN: Mr. Edward J. Hanrahan Washington, D. C. 20555			12. PAYMENT WILL BE MADE BY U. S. Nuclear Regulatory Commission Office of the Controller Washington, J. C. 20555			
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO: <input type="checkbox"/> 10 U.S.C. 2304 (a)(1) <input checked="" type="checkbox"/> 41 U.S.C. 252 (c)(3)						
14. ACCOUNTING AND APPROPRIATION DATA B&R No.: 70-19-09 FIN No.: B1314 Allotment No.: 31X0200.701 Amount: \$9,936.00						
15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT	
	Technical Assistance to Working Group on Commission's Waste Management Basis for Confidence Proceeding (Re: Safe Waste Disposal)					
21. FIRM-FIXED PRICE TOTAL AMOUNT OF CONTRACT \$9,936.00 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 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. <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 BY <i>Sanford Cohen</i> (Signature of person authorized to sign)				27. UNITED STATES OF AMERICA BY <i>Joyce Perlman</i> (Signature of Contracting Officer)		
24. NAME AND TITLE OF SIGNER (Type or print) SANFORD COHEN PRESIDENT		25. DATE SIGNED 10/23/80	28. NAME OF CONTRACTING OFFICER (Type or print) Joyce Perlman		29. DATE SIGNED 10/31/80	

ARTICLE I - STATEMENT OF WORK

This Statement of Work is being issued to obtain technical support for the U. S. Nuclear Regulatory Commission (NRC) staff in evaluating matters related to the management of high-level radioactive waste. Technical support will be required in matters related to the Waste Confidence Rulemaking Proceeding. This task is described in detail below.

A. Background

The NRC is conducting a generic proceeding to reassess its degree of confidence that radioactive wastes produced by nuclear facilities will be safely disposed of, to determine when such disposal will be available, and whether such wastes can be safely stored until they are safely disposed of.

On April 15, 1980, the U. S. Department of Energy (DOE) filed its statement of position. On July 7, 1980, 31 other participants filed their statements of position. These statements are the participants' principal contribution to the waste confidence proceeding. The statements set forth the participants' views on the issues and on the underlying assumptions and scenarios, both technical and institutional, upon which those views are based. Cross-statements discussing statements filed by other participants were submitted by September 5, 1980. The cross-statements are to be limited to material discussed in the initial statements and are not to be used to introduce new material.

The NRC has established a working group composed of appropriate NRC staff to advise the NRC regarding the adequacy of the record to be compiled in this proceeding. The Chairman of the working group is Edward J. Hanrahan, Office of Policy Evaluation. The working group is to review the submissions of participants and, after the filing of cross-statements, identify issues in controversy and any areas in which additional information is needed. The working group will prepare a summary of the record, identify the key issues and controversies and indicate how their resolution could affect the NRC's decision.

B. Work Required

Technical assistance to the NRC's Waste Confidence Working Group will be provided in areas described below.

This effort will consist of providing support for the staff working group in the aforementioned rulemaking proceedings. These efforts will be divided into the following task. The Contractor shall furnish the necessary qualified personnel, facilities, materials and services and perform the task described below:

Task 1: Review of Initial Statements of Position

The initial statements of position of DOE and the other 31 participants as well as the cross-statements will be made available to the Contractor for review. The working group has already prepared summaries of the DOE statement and the direct statements of the 31 participants. The Contractor shall review the summaries prepared by the working group against the source statements of DOE and the other participants for accuracy and completeness. The Contractor shall recommend such modifications and changes as are needed in order to improve the quality of the working group's summaries. The summaries shall delineate the principal conclusions and the logic set forth to arrive at the conclusions. The Contractor shall ensure that all points essential to establish and support the position taken are identified including important assumptions and assertions of the participants. To the extent possible, the Contractor shall avoid interpreting, paraphrasing, or otherwise modifying the conclusions by the participants on the issues.

Contractor reports shall be due at the conclusion of the contract with distribution as follows:

U. S. Nuclear Regulatory Commission
Office of Policy Evaluation
ATTN: Edward J. Hanrahan, Chairman
Waste Confidence Working Group
Washington, D. C. 20555

2 Copies

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance of this contract shall commence on October 16, 1980 and all effort, including the submission of the final report, shall be completed by October 31, 1980.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, NRC shall pay the Contractor a lump sum of \$9,936.00.

ARTICLE IV - OBLIGATION

The amount presently obligated by NRC with respect to this contract is \$9,936.00.

ARTICLE V - PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payments," as soon as practicable after completion and acceptance of all of the work and upon submission by the Contractor of voucher(s) in a form satisfactory to the Contracting Officer; provided however, that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under other provisions of this contract.

ARTICLE VI - SPECIAL PROVISIONS

VI.1 GOVERNMENT-FURNISHED MATERIAL

Upon award of the contract, the Project Officer shall furnish to the Contractor three (3) copies of all position statements to be reviewed upon award of the contract as well as summaries already prepared by the working group.

Two (2) copies of the position statements are to be returned to the Project Officer after completion of the contract effort. The summaries provided may be disposed of.

VI.2 PROJECT OFFICER

Performance of work hereunder shall be subject to the technical instructions issued by the U. S. Nuclear Regulatory Commission. The technical instructions shall be signed by 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 requirement;
- (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 Project Officer 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 of 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
- (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 Project Officer and the Contractor are not able to resolve the questions within five (5) days, the Contractor shall notify the Contracting Officer.

VI.3 INSPECTION AND ACCEPTANCE

Acceptance of the services and reports to be delivered herein will be made by the Project Officer.

VI.4 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. (Two (2) copies of the material proposed to be published or distributed shall be submitted to the Contracting Officer.)

ARTICLE VII - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research and Development Contracts Provisions under \$10,000.00, dated November 14, 1977 which incorporated the FPR Changes and Additions and NRC Additions, which is attached hereto and made a part hereof.

Clause 14 entitled "Patent Rights - Acquisition By the Government" of the above General Provisions is deleted in its entirety.