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ARTICLE I Statement of Work

1.0 Background

As part of an overall program to evaluate the radiological conditions existing in areas where radioactive contaminants were disposed of by land burial the NRC will survey two currently licensed facilities where material was buried pursuant to 10 CFR Part 20 and two landfills which are known to contain radioactive residues.

The objective of this project is to clearly define the radiological conditions at the disposal sites.

2.0 Work Required

The contractor shall furnish the necessary qualified personnel, facilities, material and services to perform radiological surveys as described below for the following sites (listed in order of priority):

- 1 - West Lake Landfill, Saint Louis County, Missouri
- 2 - Reed-Kepler Park Landfill, West Chicago, Illinois
- 3 - Nuclear Fuel Services Burial Ground, Erwin, Tennessee
- 4 - Combustion Engineering, Inc., Burial Ground, Hematite, Missouri

For each of the above listed sites the contractor shall submit the following documents:

1. A brief report documenting the condition of the site as determined during the preliminary site visit.
2. A radiological survey plan for the site
3. A more lengthy complex report of a formal radiological survey. An example of such a report is furnished as Exhibit A.

The work for each site includes: 1) the preliminary site visit described in 2.1 below and preparation of the preliminary site visit report, 2) preparation of radiological survey plan and 3) on-site radiological survey and preparation of radiological survey report.

2.1 Preliminary Site Visit

The contractor shall make a preliminary visit to each site within two weeks after contractual award. The purpose of the visit is two-fold: first, to review the known history of each site with the licensee or local officials and to inspect the property and make exploratory radiation measurements in areas identified as housing licensed or previously licensed materials; and second, to evaluate the results of these discussions and measurements.

2.2 Development of Radiological Survey Plans

A radiological survey plan shall be developed for each site, and submitted to NRC for approval. Comments or approval of the submittal will be given to the contractor within two weeks. Because of the wide variety of past operational activities as well as radioactive materials present at each site, it may not be possible to conduct formal surveys in accordance with a uniform survey plan. Just as any assessment activity is highly site specific, such is the case for radiation measurements and the collection of environmental samples. Within a month after the radiological survey plan is reviewed and approved by the NRC Project Officer an appropriately staffed radiological survey team shall be mobilized and moved to the site.

2.3 Conducting Formal Radiological Surveys

The objective of conducting formal radiological surveys at the sites is to characterize the current radiological status of the property. In order to accomplish this, the contractor shall provide a modern, well-equipped mobile laboratory to serve as the established (on-site) survey headquarters station. A detailed description of the equipment required is found in Exhibit "A" to this RFP, "Radiological Survey of the Pennsylvania Railroad Landfill Site, Burrell Township, Pennsylvania".

The following list of activities is typical of those normally required in a formal survey:

2.3.1 Gamma-ray exposure rates at 1 m above the ground outside building

A grid pattern is posted on plan views of the entire site. Measurements of gamma-ray exposure rate are made (1 m above the ground) at the intersection of each grid line. These grid lines are normally spaced 10 to 50 feet apart and include points within property boundaries and points on surrounding property.

2.3.2 Beta-gamma dose rates at the ground surface

Detailed measurements are made of the beta-gamma levels at 1 cm above outside ground (natural, paved, or otherwise covered) surfaces in accordance with the above grid pattern. Open window and closed window G-M readings are made at each grid point. Results of these measurements are recorded in mrad/hr.

2.3.3 Measurements of radionuclide concentrations in water

Water samples are taken from surface collections both on and off the site. In addition, samples shall be taken from any flowing streams which border each site both upstream and downstream as dictated by radiation measurements. Groundwater which may be found in core holes will be sampled and included with the above samples and analyzed for appropriate radionuclides.

2.3.4 Investigation of surface drainageways

Because radioactive wastes and residues may have been stored on the surface or in on-site holding ponds, all known and suspected drainageways on each site and those leading away from each site should receive careful attention. Samples of scale are taken from all accessible drain lines. In surface drainageways leading away from the property, samples are collected in order to determine both downward and lateral movement of radioactivity.

Since surface drainageways represent points of public access, sediment samples collected in these areas are analyzed for appropriate radionuclides.

2.3.5 Investigation of surface deposits of radioactivity

Samples of soil are collected on the ground surface both on and off the site in order to determine the location and quantities of surface deposits of radioactivity. The location of these samples normally corresponds to grid points where surface beta-gamma measurements were made.

2.3.6 Investigation of subsurface deposits of radioactivity

Extensive monitoring and sampling may be required in order to determine the magnitude of subsurface contamination. Areas of principal concern include sites where solid and liquid radionuclides were stored or buried. It is sometimes necessary to investigate the site of demolished buildings and also sites where residues and wastes have been moved for either temporary or permanent storage. Drilling and coring operations in these areas may be needed to define quantities and boundaries of underground deposits of radionuclides. Core samples shall be collected for analysis and each core hole shall be "logged" using collimated gamma-ray detector to verify the spatial distribution of radioactivity below the surface.

2.3.7 Radionuclide concentrations in air

Residues may exist which contain ^{226}Ra , ^{224}Ra , and ^{223}Ra resulting in the emanation from the residues of ^{222}Rn , ^{220}Rn , and ^{219}Rn . Measurements shall be made in order to establish instantaneous concentrations of these radon isotopes and their progeny.

2.3.8 Vegetation samples

A limited selection of vegetation samples of several species may need to be collected from areas representing the observed range of surface radioactivity. Analyses of the radionuclide concentrations in vegetation samples are determined after a determination has been made of the radionuclide concentrations in host soil.

2.3.9 Determination of background gamma radiation levels, concentration of radionuclides in soil and water, and concentrations of radon in air

A series of soil and water samples shall be collected in the area around each site in order to establish the background concentrations of radionuclides of interest. Gamma radiation levels at 3 ft. above the ground are also measured at each sampling point. In areas where radium bearing residues exist, a limited number of measurements are made to determine typical radon concentrations in areas far enough removed from the site so as not to be influenced by radon emanating from the site.

2.4 Documentation of Radiological Survey

Throughout the survey the contractor shall maintain accurate records pertaining to such activities as: (1) instrument calibration, (2) location of individual survey measurements, (3) analytical procedures, (4) recording of data and results of sample analyses, (5) computer calculations, (6) assumptions made with regard to boundary conditions in evaluating radiological data, and (7) preparation of the radiological survey report.

These records are needed in order to provide an element of quality assurance to the survey and to serve as the foundation for any future audit which may be necessary.

3.0 Reporting Requirement

3.1 Monthly Letter Report

Each month, the contractor shall submit three copies of a brief letter report which summarizes: (1) the work performed during the previous month; (2) personnel time expenditures during the previous month; and (3) costs: (i) current period, (ii) cumulative to date, and (iii) cost projection by month to completion of the work effort. (The first monthly report shall provide the initial cost projection and subsequent reports shall either provide revised projections or indicate "no change in the cost projection.") The reports shall be due by the 15th of each month.

with distribution as follows:

Mr. W. T. Crow, Uranium Fuel Fabrication Section, Project Officer
NMSS, (1 cy)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mr. Dennis Dougherty, Contracting Officer (1 cy)

3.2 Technical Reports

1) Preliminary Site Visit Reports

Within two weeks of the completion of a preliminary site visit, the contractor shall submit a brief report describing the condition of the site.

Six copies of each preliminary site visit report will be required with the following distribution:

Project Officer NMSS (4 cys)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mr. Dennis Dougherty, Contracting Officer (1 cy)

2) Radiological Survey Plans

Within three weeks of completion of the preliminary site visit report, the contractor shall submit a radiological survey plan for the site. The survey plan shall be first submitted in draft form with the following distribution:

Project Officer (4 cys)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mr. Dennis Dougherty, Contracting Officer (1 cy)

The project Officer shall, within two weeks of receipt of the draft report, submit his comments on the report to the contractor. Such comments are not intended to prejudice the contractor's technical judgements, but are made to assure that the report adequately addresses the work needed and is clearly and concisely written.

Within two weeks after receipt of the Project Officer's comments, the contractor shall submit a revised survey plan with the following distribution as follows:

Project Officer (8 cys)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mr. Dennis Dougherty, Contracting Officer (1 cy)

3) Radiological Survey Report

Within two months of the completion of the on-site radiological survey, the contractor shall submit a radiological survey report which summarizes the results of all survey activities performed under the radiological survey plan. The report shall be first submitted in draft form with the following distribution:

Project Officer (4 cys)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mr. Dennis Dougherty, Contracting Officer (1 cy)

The Project Officer shall, within one month of receipt of the draft report, submit his comments on the report to the contractor. Such comments are not intended to prejudice the contractor's technical judgement, but are made to assure that the report adequately and clearly reports the work done and results obtained.

Within three weeks after receipt of the Project Officer's comments, the contractor shall submit revised final survey report with the following distribution:

Project Officer (8 cys, 1 camera ready cy)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mr. Dennis Dougherty, Contracting Officer (1 cy)

4.0 Meetings and Travel

In addition to the requirement for (on-site) survey headquarters for radiological survey activities described in Part I, Section 2.3 above, the contractor shall be required to visit each site for the preliminary site evaluation and for the preparation of the radiological survey plan. Each of these visits will be of approximately three (3) days duration.

THE NRC PROJECT OFFICER SHALL BE RESPONSIBLE FOR COORDINATING ANY NECESSARY SITE VISITS.

The contractor shall also be required to make two (2) visits to NRC offices in Silver Spring, Maryland; one, to discuss radiological survey plans; and one, to discuss radiological survey reports. Neither of these visits is expected to exceed one day in length.

ARTICLE II - Period of Performance

The period of performance shall commence on the effective date of this contract and shall continue for a period of two years thereafter at which time all work shall have been completed and all reports shall have been delivered to the NRC as required by the Statement of Work.

ARTICLE III - LIMITATION OF GOVERNMENT LIABILITY

A. Ceiling Price

The ceiling price to the Government (under the definitized contract resulting herefrom) for all allowable costs and fee for performance of the work call for in Article I shall not exceed \$321,878.00.

1. The maximum liability to the Government for all allowable costs incurred under this Letter Contract shall not exceed \$160,939.00.
2. The Contractor shall be reimbursed for all allowable costs incurred and accepted by the Contracting Officer, not to exceed the monetary limitation of \$160,939.00.
3. The maximum amount for which the Government will be liable is this Letter Contract is terminated is \$160,939.00.
4. Nothing shall be paid under this Letter Contract to the Contractor for fee, except as provided in the Termination clause of this Letter Contract.

ARTICLE IV - PROVISIONS APPLICABLE TO DIRECT COSTS

Prior to Definitization of the Letter Contract, the Contractor will be reimbursed for all direct costs, within the limitations stated below, which are claimed by the Contractor, and accepted by the Contracting Officer:

A. Items Unallowable Unless Otherwise Provided

Notwithstanding Clause No. 4--ALLOWABLE COST AND FIXED FEE and Clause No. 9--SUBCONTRACTING of the General Provisions of this contract, unless otherwise expressly provided elsewhere in this contract or in any amendment thereto, the costs of the following items or activities shall be unallowable as direct costs:

1. Acquisition, by purchase or lease, of any interest in real property;
2. Special rearrangement or alteration of facilities;
3. Purchase of lease of any item of general purpose office furniture or office equipment;

B. Travel Costs

- a. The cost of travel by privately-owned automobile shall be reimbursed at the mileage rate prescribed by the Contractor's established, generally applicable travel policy in lieu of actual costs; provided, however, that such reimbursement shall not exceed the otherwise allowable comparative cost of travel by common carrier.
- b. Reasonable actual costs of lodging and subsistence, or per diem in lieu of actual costs, shall be allowable to the extent that such actual costs or per diem amounts do not exceed the amounts or per diem rates prescribed by the Contractor's established, generally applicable travel policy.
- c. Any revision to the Contractor's established, generally applicable travel policy approved by the cognizant audit agency during the period of performance of this contract shall be effective, without formal modification to this contract, upon delivery to the Contracting Officer of a copy of such revised policy together with evidence of cognizant audit agency approval thereof.

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. W.T. Crow is designated as the NRC Project Officer for this contract.

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.

ARTICLE VI - Key Personnel

Pursuant to Clause No. 40 -- Key Personnel, the following individual(s) are considered to be essential to the work being performed hereunder:

Frazier L. Bronson	Lewis F. Karchner
Leroy F. Booth	Roger E. Linnemann
	Stephen M. Kim
David W. Groff	Charles e. MaGee
Duane C. Richards	John B. Davis

ARTICLE VII - Government Furnished Material

The NRC will provide the contractor with copies of existing records for each site within two weeks of contract award. If the Government furnished property, suitable for its intended use, is not so delivered to the contractor, the Contracting Officer shall, upon timely written request made by the contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant to the procedures of the "Changes" clause of the contract.

ARTICLE VIII - EXECUTION, COMMENCEMENT OF WORK

The Contractor's acceptance of this order will be indicated by affixing its signature to two (2) copies thereof and returning the executed copies to the Contracting Officer no later than August 13, 1980. Upon acceptance by both parties, the Contractor shall proceed with performance of the work described herein, including procurement of necessary materials.

ARTICLE IX - DEFINITIZATION

- A. A Cost-Plus-Fixed-Fee type definitive contract is contemplated. To accomplish this result, the Contractor agrees to enter into negotiation promptly with the Contracting Officer over the terms of a definitive contract, which will include all clauses required by the Federal Procurement Regulations on the date of execution of the letter contract, all clauses required by law on the date of execution of the definitive contract and such other clauses, terms, and conditions as may be mutually agreeable.
- B. The schedule for definitization of this contract is set forth below:
Negotiation within 40 days after Date of Letter Contract.
Target Date for Definitization 60 days after Date of Letter Contract.

- C. If agreement on a definitive contract to supersede this letter contract is not reached by the target date set forth in B above or any extension thereof by the Contracting Officer, the Contracting Officer may with the approval of the Head of the Procuring Activity, determine a reasonable price or fee in accordance with FPR Section III, Part 8, and Section XV, subject to appeal by the Contractor as provided in the "Disputes" clause of this contract, subject only to the "Limitation of Government Liability" clause. After the date of the Contracting Officer's determination of the fee, the contract shall be governed by:
1. all clauses required by the Federal Procurement Regulations on the date of execution of this letter contract for a costs type contract as determined by the Contracting Officer under paragraph C;
 2. all clauses required by law as of the date of the Contracting Officer's determination; and
 3. such other clauses, terms and conditions as may be mutually agreed upon. To the extent consistent with the foregoing, all clauses, terms and conditions included in this letter contract except which by their nature are applicable only to a letter contract shall continue to be effective.
- D. In no event shall the total cost of the definitized contract exceed the price ceiling herein established of

ARTICLE X — PAYMENTS OF ALLOWABLE COSTS PRIOR TO DEFINITIZATION OF CONTRACT

- A. Pending the placing of the definitive contract referred to herein, the Government shall currently reimburse the Contractor for all allowable expenditures made hereunder at the following rates:
1. One hundred percent (100%) of approved costs representing progress payments to Subcontractors under fixed-price type subcontracts, provided, that payment by the Government to the Contractor shall not exceed eighty-five percent (85%) of the costs incurred by such subcontractors.
 2. One hundred percent (100%) of approved costs representing cost-reimbursement type subcontract, provided, that payments by the Government shall not exceed eighty-five percent (85%) of the costs incurred by such subcontracts; and
 3. Eighty-five percent (85%) of all other approved costs.

- B. For the purpose of determining the amounts payable to the Contractor hereunder, allowable items of cost shall be determined by the Contracting Officer in accordance with the statement of cost principles set forth in Part 2 of Section XV of the Federal Procurement Regulations. In no event shall the total reimbursement made under this paragraph exceed eighty-five percent (85%) of the maximum amount of the Government's liability otherwise set forth in this letter contract.
- C. Once each month (or at more frequent intervals, if approved by the Contracting Officer), the Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as such representative may require an invoice or public voucher supported by a statement of cost incurred by the Contractor in the performance of this contract and claimed to constitute allowable cost.
- D. Promptly after receipt of each invoice or voucher and statement of cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of E below, make payment thereon as approved by the Contracting Officer.
- E. At any time or times prior to final payment under this contract, the Contracting Officer may have the invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contracting Officer, on the basis of such audit not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

ARTICLE XI - Technical Direction

- (a) The NRC Project Officer named in this contract is responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The Project Officer is not authorized to make any commitments or any changes which constitute work not within the general scope of this contract, or constitute a basis for any increase in contract price or extension of the contract period of performance.
- (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 to 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 HIM/HER IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be provided to the Contracting Officer.
- (d) In the event the Project Officer desires a change to the contract within one or more of the categories as defined in (1) through (4) of paragraph B above, he/she must direct such requests to the Contracting Officer. The Contracting Officer will handle the request in accordance with applicable laws and regulations.
- (e) 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 its own funds for unallowable costs under the contract.

ARTICLE XII — TERMINATION

In addition to the consideration specified in Clause 11 of the General Provisions, this Letter Contract shall be terminated by the Government and the termination settled in accordance with that TERMINATION Clause if:

- a. The Contracting Officer determines that the parties are unable to agree upon a definitive contract, or
- b. This Letter Contract is not superseded by a definitive contract within ninety (90) days after acceptance of the Letter Contract, unless an extension of time is granted by the Contracting Officer.

ARTICLE XIII — 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.

- b. The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
- c. Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.
- d. The term "Commission" means the United States Nuclear Regulatory Commission or any duly authorized representative thereof including the Contracting Officer except for the purpose of deciding an appeal under the article entitled "Disputes".

ARTICLE XIV - 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 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.

(c) 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.

§ 20-1.5405-2 Special contract provisions.

ARTICLE XV - 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 opportunities 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 concern 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, 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 XVI

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 XVII

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.

- (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 XVIII - 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.

ARTICLE IX - General Provisions and Modifications

The following General Provisions consist of Attachment A, General Provisions for Cost Type Research and Development Contracts with Concerns Other Than Educational Institutions, dated February 15, 1978 as modified below:

1. Clause 23 entitled, "Nuclear Hazards Indemnity Product Liability" is deleted in its entirety.
2. Clause 54 entitled, "Drawings, Designs, Specifications" lines 11 and 12 are modified by deleting the words beginning with "Subject to the..." and ending with "...its own uses," in their entirety.