

1. CONTRACT (Proc. Inv. Ident.) NO NRC-02-81-045	2. EFFECTIVE DATE FEB 20 1981	3. REQUISITION/PURCHASE REQUEST/PROJECT NO NMS-81-045	4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDPA 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 (If other than block 5)	7. DELIVERY FOR DEST. <input checked="" type="checkbox"/> NATIONAL <input type="checkbox"/> OTHER (See below)	
8. CONTRACTOR NAME AND ADDRESS Science Applications, Inc. 1710 Goodridge Drive P. O. Box 1303 McLean, Virginia 22102	9. DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK As specified in the attached Billing Instructions	
11. SHIP TO/MARK FOR	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Controller Washington, DC 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

B&R. No.: 50-19-01-01 FIN No.: B7316 OBLIGATE \$95,103.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Environmental Assessment of Raffinate Study Disposal at the Kerr-McGee Sequoyah Facility, Gore, Oklahoma This contract is to be performed in accordance with the terms of the Statement of Work delineated herein, the requirements of Basic Ordering Agree- ment NRC-02-80-035, and SA1 Proposal 1-246-71-810-20 (revised February 6, 1981) COST-PLUS-FIXED-FEE CONTRACT FULLY FUNDED			ESTIMATED COST \$87,258.00 FIXED FEE 7,845.00 COST-PLUS-FIXED-FEE 95,103.00	

21. TOTAL COST-PLUS-FIXED-FEE ~~XXXXXXXXXXXXXXX~~ \$ 95,103.00
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>3</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 gov- erned 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 Diane E Findley (Signature of person authorized to sign)	27. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
24. NAME AND TITLE OF SIGNER (Type or print) DIANE E FINDLEY SR CONTRACT REPRESENTATIVE	25. DATE SIGNED 2-20-81
28. NAME OF CONTRACTING OFFICER (Type or print) Marv Jo Mattia	
29. DATE SIGNED FEB 20 1981	

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TABLE OF CONTENTS

This Contract Consists of:

1. Cover Page
2. Table of Contents
3. Schedule

Article I Statement of Work
Article II Period of Performance
Article III Consideration and Payment
Article IV Overhead/General and Administrative Rates
Article V Provisions Applicable to Direct Costs
Article VI Key Personnel
Article VII Project Officer
Article VIII Conflict of Interest
Article IX General Provisions/Alterations

4. Attachments

Appendix A - General Provisions (Rev. 11/80)
Appendix B - Billing Instructions for Cost-Type Contracts

Task Description
Environmental Assessment
Raffinate Sludge Disposal
Kerr-McGee Sequoyah Facility
Gore, Oklahoma

1.0 Background

The work specified in this task statement shall be performed in accordance with the terms and conditions specified in the master statement of work for solicitation RS NMS-79-047, entitled, "Licensing Technical Assistance."

2.0 Work Required

The contractor shall gather and analyze data and write an environmental assessment based on the analysis and consideration of the above mentioned operation, the site and its surroundings. This assessment shall include the following operational and site specific information as well as relevant data collected from prior assessments as applicable.

1. Description of Site Environment
 - a. Site Location
 - b. Demography
 - c. Land Use
 - d. Geology
 - e. Hydrology (Groundwater and Surface Water)
 - f. Meteorology and Climatology
 - g. Background Radiological Characteristics
 - h. Ecology (Terrestrial and Aquatic Biota)
2. The Sludge Disposal Operation
 - a. Equipment Required
 - b. Summary of Operations Processes
3. Waste Confinement and Effluent Control
 - a. Gaseous Effluents
 - b. Liquid Effluents
 - c. Solid Wastes
4. Environmental Impacts of Construction, Operation, and Decommissioning
 - a. Radiological
 - b. Non-Radiological
5. Description of Environmental Monitoring Program
 - a. Radiological
 - b. Non-Radiological
6. Impact of Accidents
 - a. Radiological Accident Evaluation
 - b. Non-Radiological Accident Evaluation
 - c. Evaluation of Potential Environmental Impact of Accidents
7. Summary and Conclusion of Environmental Impacts

The environmental impact assessment shall include the radiological impact to the general public resulting from the proposed action, and also from postulated accidents. Individual dose and population dose up to a 50-mile radius from the plant shall be assessed. Non-radiological impact involving the release of toxic gases and liquid effluents from routine and accidental releases shall be assessed.

The above will constitute the bases for determining the environmental impacts of the proposed actions. In addition, the contractor shall provide an analysis of reasonable alternatives to the NRC Project Officer. These alternatives and recommendations shall center on means of reducing or avoiding adverse environmental effects and on alternative uses of available resources.

3.0 Additional Materials to be Furnished by NRC Project Manager

The NRC Project Manager will provide the following materials to the contractor after contract award:

Kerr-McGee Nuclear Corporation
Environmental Report For
Sequoyah Facility Raffinate Sludge Disposal

4.0 Travel

After initial review of data, the contractor shall visit the above facility to acquire the site specific data and additional information necessary to prepare the EIA. At the same time, local and state officials will be visited, if necessary. It is expected that several contractor personnel will be required to spend up to one week at the facility. At times to be designated by the NRC Project Officer, the contractor will meet with the NRC in Silver Spring, Maryland, to discuss the problems, progress and technical aspects of the EIA. Approximately three meetings are anticipated. These meetings shall not exceed one day in duration.

5.0 Reports

Report requirements are fully specified in the Statement of Work for RS-NMS-79-047.

The Draft Final Report shall be submitted six (6) months after the effective date of the contract.

ARTICLE II PERIOD OF PERFORMANCE

The period of performance shall be from the effective date of contract thru October 18, 1981 at which time all work shall be completed and all reports shall have been delivered to the NRC as required by Article I, above.

ARTICLE III - CONSIDERATION AND PAYMENT (Fully Funded CPFF)

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 \$95,103.00, of which the sum of \$87,258.00 represents the estimated reimbursable costs, and of which \$7,845.00 represents the fixed fee.
2. Total funds currently available for payment and allotted to this contract are \$95,103.00 of which \$87,258.00 represents the estimated reimbursable costs, and of which \$7,845.00 represents the fixed fee.
3. It is estimated that the amount currently allotted will cover the period of performance which is scheduled to be completed eight (8) months from the effective date of the contract.

B. Payment

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

- 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 a provisional engineering overhead rate of 84 percent of direct labor costs and at a provisional fringe benefit rate of 38.6 percent of direct labor costs.
- B. Pending the establishment of final general and administrative 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 12.6 percent of total direct cost and overhead.
- C. Notwithstanding A. and B. of this Article, 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.

ARTICLE V - PROVISIONS APPLICABLE TO DIRECT COSTS

Items Unallowable Unless Otherwise Provided

Notwithstanding Clause No. 5 -- ALLOWABLE PAYMENT, And Clause No. 10-- SUBCONTRACT, of the General Provisions of this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

1. Fees for Consultants
2. Overtime; shift or incentive payments
3. All travel outside of Canada and the United States and its territories and possessions.
4. Maintenance agreements, service contracts, or maintenance of Government equipment.

ARTICLE VI-KEY PERSONNEL

Pursuant to this ARTICLE (Key Personnel), the following individuals are considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the contractor agrees to substitute persons possessing substantially equal abilities and qualifications satisfactory to the Contracting Officer.

Mr. James Hammelman

ARTICLE VII-PROJECT OFFICER

William A. Nixon is hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope 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 review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension 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 the 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; and as stated above, (4) not constitute a basis for any increase in the contract cost.

(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 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.

(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 IX - GENERAL PROVISIONS/ALTERATIONS

A. This contract is subject to the attached provisions of Appendix A, General Provisions, entitled "Cost Type Research and Development Contracts With Commercial Organizations," dated 11/80.

B. Alteration - The following clause is hereby added to the general provisions:

UTILIZATION OF WOMEN-OWNED BUSINESS CONCERNS (Over \$10,000)

- (a) It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the performance of contracts awarded by any Federal agency.
- (b) The Contractor agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, a "woman-owned business" concern means a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.

(reference Office of Federal Procurement Policy Letter 80/4 dated 4/29/80)