

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 87-04-510* PAGE 1 OF 18
FPO 158F-09-310

2. CONTRACT NO. WRC-02-07-05-210
3. ANAWAR/EFFECTIVE DATE 08-14-2009
4. COMMENTS
5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
8. NAME
9. TELEPHONE NO. (NO COMM. CHG.)
10. OFFER DUE DATE/LOCAL TIME

11. ISSUED BY U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Sheila Bumpas
Mail Stop: TWR-01-B10N
Rockville MD 20852
CODE 3100
12. THIS ACQUISITION IS
 UNREGISTERED OR
 SET ASIDE FOR:
 SMALL BUSINESS
 HUBBONE SMALL BUSINESS
 HUBBONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN
 SERVICE-DISABLED VETERAN
 SERVICE-DISABLED VETERAN
 SERVICE-DISABLED VETERAN
NAME: SHEILA BUMPAS
JOB STANDARD: 500190

13. DELIVERY FOR FOR DESTINATION UNDER BLOCKS MARKED
 SEE SCHEDULE
14. DELIVERY TERMS
15. DELIVERY DATE: OCT 30
16. THIS CONTRACT IS A
 BATED ORDER UNDER CPAS (50 CFR 101)
17. RATING: 5/5
18. METHOD OF SOLICITATION
 RFP IFB IRFP

19. DELIVER TO CODE
20. ADMINISTERED BY CODE 3100
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Sheila Bumpas
Mail Stop: TWR-01-B10N Tel: 301-492-3400
Rockville MD 20852

21. CONTRACTOR/OFFERER CODE
22. FACILITY CODE
23. PAYMENT WILL BE MADE BY CODE 3100
DR. VINCENT J COVELLO
CENTER FOR RISK COMMUNICATION
28 WASHINGTON SQ W NPT 24
NEW YORK NY 10019128
PHONE: 135807896
Department of Interior / NRC
NRC Payments/etdb.gov
Attn: Fiscal Services Branch - 02770
7301 W. Woodfield Avenue
Denver CO 80235-3226

24. TELEPHONE NO. 310-270-5286 Email: vincentcovello@nrc.gov
25. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
26. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 23 UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide services as stated in the SOW in accordance with the price structure in Section A. Period of Performance: August 14, 2009 - August 31, 2010 Total Estimated Cost: \$50,000 Total Amount Obligated: \$50,000				

25. ACCOUNTING AND APPROPRIATION DATA
FWR: 911-19-11-163; JC: 713142; BUCH: 251A; AN: 330000; 911
PROJECT Obligated: \$50,000; BOMB: 135807896
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$50,000.00

27. SOLICITATION INCORPORATED BY REFERENCE PAR 22.00-1, 22.00-4, PAR 22.00-1 AND 22.00-5 ARE ATTACHED. ADDENDA
 ARE ARE NOT ATTACHED
28. CONTRACT PURCHASE ORDER INCORPORATED BY REFERENCE PAR 22.00-1, PAR 22.00-1 IS ATTACHED. ADDENDA
 ARE ARE NOT ATTACHED

29. CONTRACTOR IS REQUESTED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR ADDRESS TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
30. BASIS OF CONTRACT COST: YOUR OFFER ON SOLICITATION BLOCK 12, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREBY IS ACCEPTED AS TO ITEMS

31. SIGNATURE OF OFFEROR CONTRACTOR
32. NAME AND TITLE OF OFFEROR (TYPE ON PRINT)
33. DATE SIGNED
34. NAME OF CONTRACTING OFFICER (TYPE ON PRINT)
35. DATE SIGNED

36. NAME AND TITLE OF OFFEROR (TYPE ON PRINT)
37. DATE SIGNED
38. NAME OF CONTRACTING OFFICER (TYPE ON PRINT)
39. DATE SIGNED
40. NAME AND TITLE OF CONTRACTING OFFICER (TYPE ON PRINT)
41. DATE SIGNED

SECTION A

A.1 General

(a) The contractor shall provide NRC a document that can be used as guidance for licensees as well as state and local response organizations developing effective radiological risk communication messages for hostile action based events and facilitate at least three workshops to develop and test emergency risk communication materials.

(b) The contract term is a one year period as stated:

August 14, 2009 – August 31, 2010

(c) The contract type will be a Labor Hour Commercial Item Contract with firm fixed hourly rates; with a not-to-exceed (NTE) **ceiling of \$80,000**. Should the contractor exceed the NTE or the obligated ceiling, it does so at its own risk.

(d) All travel will be in accordance with Federal Travel Regulation www.gsa.gov/travelpolicy, and per diem rates www.gsa.gov/perdiem. Travel must be preapproved in advance and in writing by the Project Officer. Under no circumstance will be contractor's total travel cost exceed the estimate insert under CLIN 0002 without a formal modification issued by the Contracting Officer.

A.2 Pricing

(a) All unit prices are fixed to include all costs (including, but not limited to: (delivery charges, shipping and handling, labor, fringe benefits, overhead, G&A, and profit) necessary to provide the product and services required in the contract.

CLIN	Item	Unit	Unit Price	Estimated Quantity	Total Cost
0001	Technical Services	HR	\$180.00	375	\$74,880
0002	Travel	LT	LT	N/A	\$10,120 (NTE)
				Total	\$80,000.00 (NTE)

CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. **(See Invoice Instructions Below)** An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the work order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. Contractor shall include its DUNS number.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS --

INVOICE INSTRUCTIONS

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Number of Copies: A signed original and supporting documentation shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Work Ordering Contracts: If the contractor bills for more than one work order under a voucher/invoice, detailed cost information for each individual work order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(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 interests (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 apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) 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 under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any 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 before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract)

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(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, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(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 must 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 if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the 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 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have 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 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor Hour contract with fixed hourly rates resulting from this solicitation.

52.227-17, Rights in Data—Special Works. (DEC 2007)

(a) *Definitions.* As used in this clause—

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402

and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- (4) [Reserved]
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4).)
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of 52.222-50.
- (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b)
- (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (28) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- (29)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[] (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

[] (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any

record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

1. SOW

STATEMENT OF WORK

PROJECT TITLE: Communication of Radiological Risks for Hostile Action Based Events

I. Background

The accident at the Three Mile Island Unit 2 nuclear power plant in March 1979, highlighted the need for effective communication with the public, media, and local and State emergency response officials. The

accident led to an overhaul of emergency planning regulations and guidance. The overhaul specifically included planning standard 10CFR 47(b)(7):

“Information is made available to the public on a periodic basis on how they will be notified and what their initial actions should be in an emergency (e.g., listening to a local broadcast station and remaining indoors), the principal points of contact with the news media for dissemination of information during an emergency (including the physical location or locations) are established in advance, and procedures for coordinated dissemination of information to the public are established.”

NUREG-0654/FEMA-REP-1 “Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants” establishes criteria for implementation of the above planning standard based on the conditions and technologies of the time. For example, it specifies that:

“Each licensee shall provide space which may be used for a limited number of the news media at the nearsite emergency operations facility” and “each principal organization shall designate the points of contact and physical locations for use by news media during an emergency.”

Guidance has been developed for operation of Joint Information Centers (virtual and physical) as well as for risk communications for a nuclear power plant accident. The guidance did not address the special needs connected with hostile action based events which have their own special communications needs as demonstrated by the terrorist attacks in the United States on September 11, 2001, as well as the terrorist attacks in Spain and London in 2007 and in Mumbai, India in November 2008.

The NRC has engaged in rulemaking to include security based drills and exercises as part of the normal six year exercise cycle. An important component of this kind of event is the licensee’s communications with the media and public. There are special demands on these kinds of public communications and yet information must be communicated to the public to maintain trust as well as to advise on protective actions- if necessary.

Risk Communication Requirements, Related Guidance, & Reports ¹

Risk and Crisis Communication: 77 Questions Commonly Asked by Journalists during a Crisis, Dr. Vincent Covello, Center for Risk Communications, NY, NY

10 CFR 50, Section 50.47, *Emergency Plans*.

Regulatory Guide 1.101, Rev. 2, *Emergency Planning and Preparedness for Nuclear Power Plants*.

NUREG-0654/FEMA-REP-1, Rev. 1, *Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants*.

NUMARC/NESP-004, *Identification and Analysis of Factors Affecting Emergency Evacuations*, 1989.

NUREG/CR-6864, *Identification and Analysis of Factors Affecting Emergency Evacuations*, 2005.

A Failure of Initiative, Final Report of the Select Bipartisan Committee to Investigate the Preparation for and Response to Hurricane Katrina, 2006.

Environmental Protection Agency (EPA) EPA-520/6-74-002, *Evacuation Risks – An Evaluation*, 1974.

Perry, Ronald W., et al., *Evacuation Planning in Emergency Management*, 1981.

Witt, James Lee and Associates, LLC, *Review of Emergency Preparedness of Areas Adjacent to Indian Point and Millstone*, 2003.

II. Objective

The objective of this project is to provide NRC a document that can be used as guidance for licensees as well as state and local response organizations developing effective radiological risk communication messages for hostile action based events.

¹ In accordance with FAR Part 27.104, the NRC requires that contractors obtain permission from copyright owners before including privately owned copyrighted works in data required to be delivered under the subsequent contract.

III. TASKS

The Contractor shall develop a draft NUREG/CR. The draft NUREG/CR document will contain the following guidance documents and supporting material:

Task 1: Guidance on Developing Effective Radiological Risk Communication Messages For Hostile Action Based Scenarios:

Requirements: The Contractor shall develop a guidance document that discusses the “The 47 elements of an effective risk and emergency communication message” as applied to security/hostile action based events. Risk communications is one of the most important elements of any emergency plan. Studies have shown that during an emergency there are a finite number of questions that are repeatedly asked by journalists and other stakeholders. It is possible with this understanding to develop message maps that facilitate the development of answers to these questions that quickly address the needs of the public in an emergency situation. The contractor shall use “The 77 Most Frequently Asked Questions by Journalists in a Crisis”[®] or similar document as the basis for the development of message maps for questions and answers. The message maps will focus specifically on hostile action events. The guidance document created under this contract must be compatible with the first guidance document.

Task 2: Workshops and Tabletop exercises:

Requirements: The contractor shall facilitate at least three workshops to develop and test emergency risk communication materials. The workshops will include a table top exercise. Participants in the workshops will include subject matter experts and emergency risk communicators. As part of the workshops, the contractor will:

- (1) facilitate the development of message maps for the 300 questions identified in the NRC “Guidance on Developing Effective Radiological Risk Communication Messages: Effective Message Mapping and Risk Communication with the Public in Nuclear Plant Emergency Planning Zones”
- (2) conduct a review of the literature on questions raised by journalists and other stakeholders following major hostile actions against facilities or structures. The review will include major hostile actions, including, but not limited to, the (a) the terrorist attack on September 11, 2001 of the World Trade Center in New York City; (b) the terrorist attacks in London on July 7, 2005; (c) the terrorist attack in Oklahoma City on April 19, 1995; and (d) the terrorist attacks in Mumbai, India in November, 2008. The review will include a section on lessons learned for emergency risk communication following a hostile action.
- (3) facilitate a table top exercise of a Joint Information Center/Virtual Joint Information Center activated for a radiological emergency resulting from a hostile action. The table top exercise will test and exercise the procedures identified in the NRC “Guidance on Developing an Emergency Risk Communication/Joint Information Center Plan for a Radiological Emergency.”.

The three workshops will be held in different regions of the country. Each workshop will be a minimum of two days in length. The selection of workshop locations and participants will be made in consultation with the NRC project manager.

V. DELIVERABLES

Task 1: Guidance on Developing Effective Radiological Risk Communication Messages for a Radiological Emergency Resulting from a Hostile Action. **Completion Date: 11 months after project initiation**

Task 2. Review of the Literature on Questions Raised by Stakeholders Following Major Hostile Actions Against Facilities and Structures. **Completion Date: 6 months after project initiation**

Task 3: Radiological Emergency Risk Communication Workshops and Tabletop Exercises. Completion Date: 11 months after project initiation

B. Monthly Business Letter Report

The Contractor shall submit a Monthly Letter Status Report (MLSR) by the 20th of each month to the Project Manager listed in Section VIII, with a copy provided to the NRC Technical Monitor. The Contractor shall include the following information, at a minimum, within the report's content:

1. Title of Project.
2. Job Code.
3. Primary Contractor Contact & Contact Information.
4. Period of Performance of the Contract.
5. Reporting Period.
6. List of Tasks and Sub-Tasks Accomplished to Date.
7. Tasks and Sub-Tasks Accomplished During the Reporting Period (along with brief descriptions of how these items were accomplished & dates of accomplishment).
8. Tasks and Sub-Tasks to be Accomplished During the Upcoming Reporting Period (along with brief descriptions of how and when these items are to be accomplished).
9. Monthly Spending, Total Spending to Date, and Remaining Funds.
10. Identification of Any Problems or Concerns.*

* The Contractor shall bring any administrative or technical difficulties which may affect the schedule or costs of the project to the immediate attention of the NRC Project Manager.

C. Submittal of Written Material

All documents mailed from Center for Risk Communications to NRC should have "Addressee Only" on the envelope to keep it from being entered into the NRC's document management system, Agencywide Documents Access and Management System (ADAMS). Send mail for the addressee and cc's as separate mailings.

D. New Standards for Contractors Who Prepare NUREG-Series Manuscripts

The guidance document will be in the form of a NUREG/CR. All format guidance for NUREG-Series Manuscripts, as specified in NUREG-0650, Revision 2, remains the same with one exception. There is no longer a requirement to include the NUREG series designator on the bottom of each page of the manuscript. The NRC will assign this designator when the camera-ready copy is sent to the printer and the designator will then be placed on the cover, the title page and spine. The designator for each report will no longer be assigned when the decision to prepare a publication is made. NRC's Publishing Services Branch will inform the NRC Technical Monitor for the publication of the assigned designator when the final manuscript is sent to the printer.

For the electronic manuscript, prepare the text in Word, and use any of the following file types for tables, charts, spreadsheets, etc.

File Type File Extension

Microsoft® PowerPoint® .ppt
Portable Document Format .pdf
Microsoft® Word .doc
Microsoft® Excel .xls

If you chose to publish a compact disk (CD) of your publication, place on the CD copies of the manuscript in the following formats: (1) PDF; (2) WordPerfect 8; and, (3) an Adobe Acrobat Reader, or alternatively, print instructions for obtaining a free copy of the Adobe Acrobat Reader on the back cover insert of the jewel box.

VI. MEETINGS AND TRAVEL REQUIREMENTS

Frequently and periodically, over the course of this contract, there will be multiple generic meetings held between the Contractor and the NRC Technical Monitor. The parties will interact (e.g., email, telephone, conference call) to discuss the contract's progress, NRC comments, and the general conduct and content of subtasks associated with this contract. It is anticipated that most of the communication between the NRC and the Contractor will be handled in this manner. It is anticipated that there will be about three generic meetings over the course of the contract.

The following specific meetings and travel are anticipated under this project: Three one day trips for one individual to NRC Headquarters are anticipated, including one kick-off meeting with the NRC Project Manager and Technical Monitor (whose names are provided as available in Section VIII). The purpose of the kick off meeting will be to discuss project requirements, expectations, and schedule.

Three two day trips for one individual to three locations in the United States are anticipated to facilitate workshops and table top exercises. One workshop will be held on the west coast, one workshop will be held in the middle west, and one workshop with be held on the east coast.

The Contractor may propose additional travel deemed necessary for the successful completion of this effort. Over the course of the contract, NRC staff may travel to the Contractor site for meetings. Once the contract has been awarded, the NRC Technical Monitor and Project Manager must approve all additional travel in advance.

VII. PROJECT OFFICER:

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Tel: 301-415-2918

Project Manager:

Patricia Milligan NSIR/DPR

Email: Patricia.Milligan@NRC.GOV

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VIII. NRC FURNISHED MATERIALS

NRC documents related to emergency planning regulations and guidance studies.