

1. CONTRACT (Proc. Syst. Ident.) NO. **NRC-01-79-010** 2. EFFECTIVE DATE **JUL 02 1979** 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **OSD-79-010** 4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA 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 FOB DESTINATION: NATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS: **Health Systems Division
 Systemedics, Inc.
 100 Main Street
 Reading, MA 01867** 9. DISCOUNT FOR PROMPT PAYMENT: **NET** 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12

11. SHIP TO/MARK FOR: **U. S. Nuclear Regulatory Commission
 Office of Standards Development
 Washington, DC 20555
 ATTN: Michael Parsont** 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)(1)

14. ACCOUNTING AND APPROPRIATION DATA: **B&R NO. 10-19-03-06 FIN NO. B10909 \$308,495.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	The Government hereby accepts your offer to perform the work entitled "A Study to Determine the Feasibility of Conducting an Epidemiologic Investigation of the Health Effects of Low-Level Ionizing Radiation," in accordance with your proposal dated March 20, 1979 as amended May 1, 1979 except for "Option 1," <u>Proposed Option for an Extension of Phase I Activity</u> , and as further amended by letters Bowen/Gustave dated May 18 and 21, 1979, and the following terms and conditions, all of which are incorporated herein by this reference and made a part of this contract.				
	7907180349				

21. **ESTIMATED TOTAL AMOUNT OF CONTRACT \$ 308,495.00**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. 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: _____ (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA BY: **Kellogg V. Morton** (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print): _____ 25. DATE SIGNED: **7/2/79**

28. NAME OF CONTRACTING OFFICER (Type or print): **Kellogg V. Morton** 29. DATE SIGNED: **7-2-79**

A. Regarding ARTICLE I - STATEMENT OF WORK

1. Section C. STATEMENT OF WORK

Within the current context of the statement of work, the contractor shall examine the incident at the Three Mile Island nuclear facility in Pennsylvania.

As a minimum, the contractor shall evaluate the feasibility of epidemiological research on the health effects of low-level ionizing radiation exposure to licensee, contractor, and subcontractor employees as a result of:

- (1) The accident of March 28, 1979, of the Three Mile Island unit two nuclear facility in Pennsylvania;
- (2) efforts to stabilize such facility, or reduce or prevent radioactive releases therefrom; and if practicable,
- (3) efforts to decontaminate, decommission, or repair such facility.

2. Section D., REPORT REQUIREMENTS, Part I, SPECIFIC REPORT REQUIREMENTS; Item C is changed as follows:

Delete the date August 31, 1979 and substitute in lieu thereof the date September 28, 1979.

3. Section F., MEETINGS; Part 2 is changed as follows:

Delete the dates September 10, 1979 and August 31, 1979 and substitute in lieu thereof the dates October 10, 1979 and September 28, 1979 respectively.

B. Regarding ARTICLE III - CONSIDERATION

1. In Paragraph A., Estimated Cost, Fixed Fee and Obligation, the following changes are made:

Subparagraph 1. is changed to read as follows:

"It is estimated that the total cost to the Government for full performance of this contract will be \$308,495.00, of which the sum of \$288,258.00 represents the estimated reimbursable costs, and of which \$20,237.00 represents the fixed fee.

Note: The proposed fee of \$950.00 for "Equifax Services" has been included in the above fixed fee amount. Any change in the amount of "Equifax Services" required for the performance of this contract shall not alter the fixed fee stated above."

Subparagraph 2 is changed to read as follows:

"Total funds currently available for payment and allotted to this contract are \$308,495.00, of which \$288,258.00 represents the estimated reimbursable costs, and of which \$20,237.00 represents the fixed fee. For further provisions on funding, see the General Provisions, Clause No. 4, entitled 'Limitation of Cost'."

2. Paragraph B "INDIRECT COSTS" is added as follows:

"B. INDIRECT COSTS

1. The contractor shall be reimbursed for labor overhead and G&A at the provisional billing rates set forth in his amended proposal dated May 1, 1979.
2. Notwithstanding any other clause(s) and/or terms and conditions of this contract, the final overhead and G&A rates after audit review and negotiation shall be reimbursed at actual amounts provided, however, in no event shall the final labor overhead and G&A rates exceed a ceiling hereby established to be those rates set forth in the contractor's amended proposal dated May 1, 1979.
3. A determination as to the adequacy and acceptability of the contractor's accounting system has preceded the awarding of this contract. To the extent the allocation and allowability of costs affects the agreement negotiated in this contract, it is understood and agreed that the contractor shall make no change in his accounting system without the prior written approval of the Contracting Officer.
4. Any agreement to modify or change in any way the contractor's current method of allocating costs in the overhead, G&A or other burden center accounts will require a negotiation and adequate consideration to the Government."

C. Regarding ARTICLE VIII - KEY PERSONNEL

Add the following to such article:

1. Harley B. Messinger
2. Nancy A. Dreyer
3. Federic H. Fahey
4. Richard W. Clapp
5. Helen Bray Garretson
6. Margaret E. Bowen
7. Howard Newcombe

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D. ARTICLE IX - GENERAL PROVISIONS/ALTERATIONS

Add the following to Section B.:

"3. Clause 68 entitled, "Work for Others" is deleted in its entirety."

E. ARTICLE X - CONFLICT OF INTEREST is hereby added to and made a part of this agreement in accordance with the RFP solicitation Instructions, Notice to Offerors, Notice 20. Evaluation of Proposals, B. Other Considerations, 2. Conflict of Interest on page 19 of the solicitation. The article reads as follows:

(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.

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(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.

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(i) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (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 shall 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 such products or services.

(2) If the contractor under this contract prepares a complete or essentially complete statement of work or specifications, the contractor shall be ineligible to perform or participate in the initial contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.