

**AWARD/CONTRACT**

1. CONTRACT (Proc. Inst. Ident.) NO. <b>NRC-04-80-214</b>	2. EFFECTIVE DATE <b>SEP 24 1980</b>	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>RES-80-214 dated 11/26/79</b>	4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:
5. ISSUED BY CODE <b>U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555</b>		6. ADMINISTERED BY (If other than block 5) CODE	7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> <b>NET</b> <input type="checkbox"/> OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS  <b>University of Washington Seattle, Washington 98195</b>	9. DISCOUNT FOR PROMPT PAYMENT  <b>NET</b>
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK <b>12</b>	

11. SHIP TO/MARK FOR CODE <b>U. S. Nuclear Regulatory Commission Office of Nuclear Regulatory Research ATTN: Mr. Frank Swanberg Washington, DC 20555</b>	12. PAYMENT WILL BE MADE BY CODE <b>U. S. Nuclear Regulatory Commission Office of the Controller Washington, DC 20555</b>
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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. 60-19-32-02      FIN NO. B7018      Ceiling: \$255,000.00  
 See Below\***

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>AWARD OF A COST REIMBURSEMENT CONTRACT AS THE RESULT OF A COMPETITIVE PROCUREMENT (RFP RS-RES-80-214) FOR A RESEARCH STUDY ENTITLED: "EVALUATION OF ECOSYSTEM SIMULATION MODELS AS TOOLS FOR ASSESSMENT OF POWER PLANT IMPACTS ON FISH POPULATIONS"</p> <p>PERIOD OF PERFORMANCE: 36 MONTHS FROM EFFECTIVE DATE OF CONTRACT</p> <p>*INCREMENTAL FUNDING OF \$255,000.00 PROVIDED BY THIS ACTION. REMAINING \$158,726.00 TO BE PROVIDED, SUBJECT TO THE AVAILABILITY OF FY-81 FUNDS.</p> <p>Approved as to form: <i>[Signature]</i></p>				

21. **So:** 3. Tenney      **Estimated Ceiling** TOTAL AMOUNT OF CONTRACT \$ **413,726.00**  
**As:** Attorney General CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input checked="" type="checkbox"/> SOLICITATION 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 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 to this contract.	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.
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23. NAME OF CONTRACTOR <b>UNIVERSITY OF WASHINGTON</b>	27. UNITED STATES OF AMERICA
BY <u>[Signature]</u> (Signature of person authorized to sign)	BY <u>[Signature]</u> (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) <b>U. F. RYAN</b> Vice President for Business and Finance	25. DATE SIGNED <b>SEP 29 1980</b>	28. NAME OF CONTRACTING OFFICER (Type or print) <b>Kellogg V. Morton</b>	29. DATE SIGNED <b>9-14-80</b>
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ARTICLE II - PERIOD OF PERFORMANCE, is revised to read:

The performance of work described in ARTICLE I hereof shall commence as of the effective date of this contract and shall continue to completion thereof, estimated to occur within 36 months after said contract is effective.

ARTICLE III - CONSIDERATION AND PAYMENT, Paragraph A, is revised to read:

A. Estimated Cost and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$413,726.00. This amount shall be a ceiling amount the Contractor shall not exceed without prior written approval of the Contracting Officer.
2. Total funds currently available for payment and allotted to this contract are \$255,000.00.

ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES, Paragraphs A & B are revised to read:

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 the fixed rate of \_\_\_\_\_ percent of total Direct Cost per agreement dated April 9, 1980 effective June 1, 1980 through June 30, 1981.

B. DELETED

Under ARTICLE VI - KEY PERSONNEL, the following names are added:

Dr. D. Chapman	Dr. Swartzman
Dr. F. Taub	Dr. T. Zaret

Under ARTICLE VII - TECHNICAL DIRECTION AND AUTHORIZED REPRESENTATIVE insert the following name:

Mr. Frank Swanberg

Under ARTICLE VIII - TRAVEL REIMBURSEMENT, the solicitation Article is deleted and replaced by the following:

"ARTICLE IX - TRAVEL REIMBURSEMENT

The contractor will be reimbursed for the following reasonable domestic travel incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed \$35.00. The per diem amount is comprised of lodging expense plus \$16.00 for meals and miscellaneous expense.
2. When travel is to one of the high-rate geographical areas listed below, actual subsistence costs shall be reimbursed at a daily rate not to exceed the rates indicated:  

Washington, D.C.	\$50.00
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3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required for common carrier transportation, lodging, and miscellaneous items in excess of \$15.00.
7. If foreign travel is required in the performance of this contract, General Provision Clause 3.5, "Preference for U. S. Flag Air Carriers." applies.
8. All foreign travel must be approved in advance by the Commission on NRC Form 445.

Additional guidance is furnished by FPR 1-1.323.3.

ARTICLE IX - CONFLICT OF INTEREST is hereby added as follows:

"ARTICLE IX - CONFLICT OF INTEREST

(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 relates 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 article.

(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 article. 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.

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(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 article, 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."

Under ARTICLE X - GENERAL PROVISIONS/ALTERATIONS, the General Provisions, entitled, "Cost Type Research and Development Contracts with Commercial Organizations" dated 2/6/80 is hereby deleted and replaced by the General Provisions, entitled, "Cost Type Research and Development Contracts with Educational Institutions" dated 2/15/78.

The following clause is added to the above General Provisions:

FPR Temp Reg No. 50	"Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals"	June 20, 1979
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The following clauses are deleted in their entirety from the above General Provisions:

Article No. 55	Publication and Publicity
Article No. 56	Dissemination of Contract Information