

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-10-81-391**      2. EFFECTIVE DATE **1/9/81**      3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA No. ADM-81-391**      4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1, RATING:

5. ISSUED BY **U. S. Nuclear Regulatory Commission  
 Division of Contracts  
 Washington, D. C. 20555**      6. ADMINISTERED BY (If other than block 5)      7. DELIVERY FOB DESTINATION       OTHER (See below)

9. CONTRACTOR NAME AND ADDRESS **Benjamin A. Theeman  
 6309 Torie Drive  
 Bethesda, MD 20034**      FACILITY CODE      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  
 Executive Director for Operations  
 Washington, D. C. 20555**      12. PAYMENT WILL BE MADE BY **U. S. Nuclear Regulatory Commission  
 Office of the Controller  
 Washington, D. C. 20555**

13. THIS PROCUREMENT WAS  ADVERTISED,  NEGOTIATED, PURSUANT TO:  10 U.S.C. 2304 (a)(1)  41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA  
 Appropriation No.: **31X0200.401**      B&R No.: **45-20-25-702**      Amount: **\$1,000.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Examine the Facts in an Employee Grievance; Hold a Hearing, Including Taking of Testimony and Acceptance of Evidentiary Material; Make a Written Report of Findings and Recommendations Regarding Resolution of the Grievance to the Reviewing Official, the Executive Director for Operations.				

21. **NOT TO EXCEED** TOTAL AMOUNT OF CONTRACT **\$1,000.00**  
 CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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 **Benjamin A. Theeman** (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA BY **Joyce Perlman** (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) **BENJAMIN A. THEEMAN**      25. DATE SIGNED **1/16/81**

28. NAME OF CONTRACTING OFFICER (Type or print) **Joyce Perlman**      29. DATE SIGNED **1/27/81**

ARTICLE I - STATEMENT OF WORK

The Contractor, as Grievance Review Examiner, shall examine the facts in an employee grievance; hold hearings, including taking of testimony and acceptance of evidentiary material; and furnish a written report of findings and recommendations regarding resolutions of the grievance to the Reviewing Official, the Executive Director for Operations, in accordance with U. S. Nuclear Regulatory Commission (NRC) Manual, Appendix NRC 4157, Paragraph H, to be furnished the Contractor as set forth in ARTICLE VI.8, and the following:

1. General

The Examiner shall be responsible for:

- a. examining all relevant facts of the grievance;
- b. holding hearings as appropriate;
- c. keeping a record of examinations;
- d. making written findings of fact; and
- e. furnishing recommendations, in writing, proposing a solution or solutions to the Reviewing Official within thirty (30) days after the date of the contract, unless such period is extended by mutual agreement of the Contractor and the NRC.

2. Initial Planning

The planning phase of the review shall be initiated by the Examiner within five (5) working days, if possible, following execution of this contract. In planning the review, the Examiner shall:

- a. obtain copies of these instructions and orientation in their application from the Division of Organization and Personnel;
- b. identify the issues involved in the grievance;
- c. determine whether a hearing will be held or whether the grievance may be reviewed solely on the written record. (Note: A hearing must be held if the employee requests a hearing.);
- d. identify the employee's representative, if any; the management official's adviser, if any; and witnesses whom the employees and/or the key line official desire to have testify or present evidence;
- e. decide who will be called as witnesses, and identify other witnesses the Examiner intends to have testify;

- f. identify documents or other items which should be offered as evidence;
- g. establish date, time, and place of the hearing. The first session normally should be not more than fifteen (15) working days after appointment of the Examiner;
- h. arrange for making and recording presentations, and obtain agreement with the employee concerning the form of record to be provided him or her. (Note: Any transcript of the hearing provided an employee remains the property of the NRC.);
- i. notify the employee, the key line official, witnesses, and others as to the date, time, and place of the review. Normally, at least three (3) days notice should be given; and
- j. notify the witnesses and their supervisors of the schedule for appearance of the witnesses.

3. Conduct of Hearing

Any personal presentations before the Grievance Review Examiner by the aggrieved employee or by any other party shall be conducted in the form of a hearing. The Grievance Review Examiner shall conduct such hearings in accordance with the guidance contained in Appendix 4156. That Appendix governs such matters as attendance, witnesses, presentation of evidence, stipulations and hearing records.

4. Report

- a. The Examiner's written report of findings of fact and recommendations to the Reviewing Official shall contain:
  - (i) statement of purpose of examination;
  - (ii) issues considered;
  - (iii) analysis of evidence;
  - (iv) findings of fact;
  - (v) conclusions; and
  - (vi) recommendations.
  - (vii) The original of any record of the hearing shall be attached to the report.
- b. Five (5) copies of the report of findings and recommendations of the Grievance Review Examiner shall be furnished to the U. S. Nuclear

Regulatory Commission, Executive Director for Operations, Washington, D. C. 20555, not later than thirty (30) days following the close of the hearing.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance under this contract shall commence on the effective date of this contract and shall continue for sixty (60) days thereafter at which time all effort under the contract shall be completed.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the NRC shall pay the Contractor a fixed rate of \$190.00 per man-day. The level of effort is estimated to be five (5) man-days. Expenses such as mileage, parking, and reproduction costs are authorized in an amount not to exceed \$50.00.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$1,000.00.

ARTICLE V - PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payment" as soon as practicable after completion and acceptance of all work, upon submission by the Contractor of voucher(s) in a form satisfactory to the Contracting Officer; provided, however, that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under any other provisions of this contract.

ARTICLE VI - SPECIAL PROVISIONS

VI.1 PROJECT OFFICER

Performance of the work hereunder shall be subject to the technical instructions issued by the U. S. Nuclear Regulatory Commission. The technical instructions shall be signed by the Project Officer.

The Project Officer is responsible for:

1. monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirement;
2. interpreting the statement of work;
3. performing technical evaluation as required;

4. performing the 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 approve payment vouchers for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the Contractor to be valid, it must:

1. be consistent with the description of work set forth in this contract;
2. not constitute new assignment of work or change of 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
4. not constitute a basis for any increase in the contract price.

If the Contractor receives guidance from the Project Officer which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the Project Officer. If the Project Officer and the Contractor are not able to resolve the questions within five (5) days, the Contractor shall notify the Contracting Officer.

#### VI.2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services and supplies to be furnished hereunder shall be by the Contracting Officer or Project Officer.

#### VI.3 SUBCONTRACTS FOR WORK OR SERVICES

No contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without approval of the Contracting Officer, but this provision will not be taken as requiring the approval of contracts of employment between the Contractor and personnel assigned for services hereunder.

#### VI.4 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written concerning the

results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. (Two (2) copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.)

#### VI.5 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 an actual or apparent conflict of interest with respect to the work being performed under this contract. The Contractor shall insure 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 possible conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

#### VI.6 PROPRIETARY INFORMATION

In connection with the performance of work under this contract, the NRC may furnish for the Contractor's review and evaluation or other use, certain trade secrets or confidential or privileged commercial or financial information. The Contractor shall hold such information in confidence and except as may be necessary under the terms of this contract, the Contractor shall not directly, indirectly, or otherwise, use, disclose, duplicate or disseminate the information in whole or in part to any other person or organization. The Contractor shall return this information to the NRC at the conclusion of the Contractor's use.

The Contractor shall also be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the NRC's regulations and made available to the Contractor in connection with the performance of work under this contract.

The Contractor agrees to conform to all regulations, requirements, and directions of the NRC with respect to all such material noted above.

#### VI.7 PRIVATE USE OF CONTRACT INFORMATION AND DATA

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data

developed or acquired by or furnished the Contractor in the performance of this contract, shall be used only in connection with the work under this contract.

VI.8 GOVERNMENT-FURNISHED INFORMATION OR PROPERTY

Upon award of the contract, the NRC shall furnish the information set forth below:

1. Grievance File
2. NRCM 4156
3. NRCM 4157

This information is provided for such information and assistance as it may provide the Contractor with regard to the general scope of work to be performed. Only the matter which is referred to above will be furnished by the Government.

The Contractor shall have access to office space, if necessary, a conference room to conduct the hearing, and a court reporter as provided through the Contracting Officer or Project Officer.

ARTICLE VII - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research and Development Contracts under \$10,000.00, dated November 14, 1977, which incorporates the FPR Changes and Additions and NRC Additions, which is attached hereto and made a part hereof.

Clause 14 of the General Provisions entitled "Patent Rights - Acquisition By the Government" is deleted in its entirety.