

## AWARD/CONTRACT

1. AWARD NO. 03-82-128		2. EFFECTIVE DATE		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRR-82-128		4. LISTED FOR NATIONAL DEFENSE UNDER F.D.S.A. REG. 2 AND/OR DMS REG. 1. RATING:	
5. AWARD BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		6. ADMINISTERED BY (If other than block 5)		7. DELIVERY FOR DESTINATION <input checked="" type="checkbox"/> NATION <input type="checkbox"/> OTHER (See below)		8. DISCOUNT FOR PROMPT PAYMENT Net 30 days	
9. CONTRACTOR NAME AND ADDRESS PRIME: <input type="checkbox"/> U.S. Small Business Administration Washington District Office 1111 18th Street, NW Washington, DC 20417 (Street, city, county, State, and ZIP code) SUB: <input type="checkbox"/> Andrulis Research Corporation 7315 Wisconsin Avenue Bethesda, Maryland 20014		10. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission ATTN: MR. Millard Wohl Washington, DC 20555		11. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Resource Management Div. of Accounting and Finance, ATTN: GOV/COM Account		12. SUMMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 10	

13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input checked="" type="checkbox"/> NEGOTIATED, PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304 (a)(1) <input checked="" type="checkbox"/> 41 U.S.C. 252 (c)(1)5 and U.S.C. 637(a)	
14. ACCOUNTING AND APPROPRIATION DATA FIN No.: B-8616 B&R No.: 20-19-50-53-3 APPN No.: 31X0200.202 Obligate: \$31,715.00	

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>AVAILABILITY OF MEDICAL TREATMENT TO MINIMIZE EARLY FATALITIES POST SEVERE REACTOR ACCIDENTS</p> <p>The Contractor shall perform work specified in the Statement of Work (Article I) in accordance with Andrulis Research Corporation Technical Proposal dated June 17, 1982 and August 18, 1982, incorporated herein by reference.</p>			<p>Estimated Cost: \$28,963.00 Fixed Fee: 2,752.00 Estimated Cost Plus Fixed Fee: \$31,715.00</p>	

21. CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE		TOTAL AMOUNT OF CONTRACT \$31,715.00	
22. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
23. NAME 8210270223 820929 BY PDR CONTR NRC-03-82-128 PDR		27. UNITED STATES OF AMERICA BY <i>M. J. Mattia</i> (Signature of Contracting Officer)	
24. NAME AND TITLE OF SIGNER (Type or print) Scott F. Denniston Contracting Officer		28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia	
25. DATE SIGNED SEP 29 1982		29. DATE SIGNED 9/16/82	

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ATTACHMENTS

1. General Provisions for Cost Type Research and Development Contracts With Organizational Organizations  
dtd 12/1/81 Attachment 1
2. NRC Manual Chapter 3202 Attachment 2
3. NRC Billing Instructions for NRC Cost Type Contracts Attachment 3

1 - STATEMENT OF WORKA. BACKGROUND:

Specialized medical receiving/treatment facilities and personnel are required for the treatment of acute radiation injury. These facilities generally must have aseptic environments, barrier-nursing, reverse isolability, and antibiotic and other medicinal supplies, as well as the availability on emergency appeal of whole blood packed cells, and platelets. A determination of the extent of such facilities presently available is desired.

B. OBJECTIVE:

The objective of this contract is to determine the availability of sources, by geographic region, nationwide, of emergency supportive medical services and personnel for handling treatment of people with acute radiation injury in the unlikely event of a severe reactor accident to reduce potential fatality levels.

C. WORK REQUIREMENTS:Task 1:

The contractor shall define the types of medical treatment (designated as supportive) and trained medical support personnel that would be needed on an emergency basis such that the onset of early fatalities would not occur until the allowable dose to the bone marrow is increased from 170 Rem to about 340 Rem. Within 2 days after effective date of contract, the contractor shall transmit a letter report which discusses the findings from Task 1.

Along with this report, the contractor shall also furnish to NRC the survey form to be used under Task 4 along with an estimate of the number of responses and of the time needed to fill out each form during the telephone survey of the radiation injury treatment facilities.

Task 2:

The contractor shall search various data files to identify centers/individuals capable of supportive medical services for the treatment of acute radiation injury on an emergency basis. The search shall include but not be limited to hospitals (teaching and others), and military or institutional facilities. Within five (5) days of the data search completion, the contractor shall send the results in a letter report to the NRC Project Officer for review.

Task 3:

Utilizing the data search results, the contractor shall determine the present and emergency capabilities, staff, facilities and equipment of centers identified in Task 2.

Task 4:

Upon approval by OMB of the information collection activity required under this task (See Article IX) the contractor shall communicate with the centers identified in Task 2 to verify the status of their present capabilities, staff and equipment, or provide an independent verification of service availability. Within one (1) day of completion of Task 4, the contractor shall verbally communicate the following:

- a. Names, addresses, and phone numbers by regional designation of institutions/individuals who can provide emergency supportive medical services for acute radiation injury. The regional designation is to be initially defined by the contractor, but approved by the NRC PO at the time of this communication.
- b. Capabilities and number of casualties that can be handled on an emergency basis for each institution/individual.

Task 5:

Based upon the results of all tasks and within 5 days of the completion of Task 4 the contractor shall submit a letter report which discusses the following:

- a. Names, addresses and phone numbers by regional designation specified by the NRC PO in Task 4 of institutions/individuals who can provide emergency supportive medical services for acute radiation injury.
- b. Capabilities and number of casualties that can be handled on an emergency basis for each institution/individual.
- c. The method of verification utilized in Task 4 to confirm the status of institution's/individuals' present capabilities.

Task 6:

Based upon the results of all tasks, the contractor shall investigate and suggest possible ready means of regional and nationwide expansion of supportive medical service capability for handling acute radiation injury. Within 10 days after completion of Task 5, the contractor shall submit a letter report which discusses the findings and suggestions of Task 6.

#### Task 7: Option for Increased Scope of Work

At the option of the Government, the contractor may be required under Task 7, to prepare and provide testimony as to the conclusions reached in Task 5 letter report, at adjudicatory hearings.

Upon notification of such hearings, a determination shall be made as to whether the Government shall exercise the option for performance of Task 7. Prior to the expiration of this contract, the Contracting Officer (CO) will provide the contractor written notification of the government's intent to exercise this option. Such notification will include definition of Task 7 requirements. Within seven (7) days after receipt of this notification, the contractor shall submit a cost proposal for performance of Task 7. The contractor shall not initiate any work on Task 7 until receipt of appropriate modification from the NRC Contracting Officer. The contract modification shall be issued, if said option is exercised, within fourteen (14) days after receipt of the cost proposal. Such modification will provide for appropriate adjustments in estimated cost, fixed fee, and obligation specified under Article II, Paragraph A.

#### D. REPORTING REQUIREMENTS:

##### Letter Reports

- Task 1. - Within 2 days after effective date of contract, the contractor shall submit a letter report which defines the information cited in Task 1.
- Task 2. - Within 5 days after completion of Task 2, the contractor shall transmit the results of the data search specified in Task 2.
- Task 5. - Within 5 days after completion of Task 5, the contractor shall transmit the information delineated in Task 5 by the regional designation specified by the NRC PO in Task 4.

##### Distribution of Letter Reports

Distribution of all letter reports shall be as follows:

Project Officer: 3 copy  
Chief, AEB/DSI : 1 copy  
Program Assistant, Division: 1 copy  
of System Integration  
Contracting Officer : 1 copy

##### Format of Reports

All Task reports prepared under the provisions of this contract shall comply with the requirements of NRC Manual Chapter 3202 entitled "Publication of Unclassified Regulatory and Technical Reports prepared by NRC Contractors," attached hereto and made a part hereof by this reference.

E. Schedule of Performance and Deliverables:

The following sets project schedules for project milestones and deliverable products:

<u>EVENT</u>	<u>SCHEDULE DATE</u> (No. days after effective date of contract)
1. Contract initiation meeting	0 (Day 1 of contract)
2. Completion of Task 1	2
3. Submittal of Task 1 letter report	2
4. Completion of Task 2	15
5. Submittal of Task 2 letter report	20
6. Completion of Task 3	25
7. Completion of Task 4	30
8. Verbal transmittal of Task 4 report	31
9. Submittal of Task 5 letter report	36
10. Submittal of Task 6 letter report	45
11. Completion of Task 7 (option)	180

F. Meetings and Travel

In the performance of the basic contract, the contractor shall be required to attend one (1) meeting at NRC, Bethesda, Maryland at contract initiation.

In the event that the option is executed the contractor shall be required to attend the adjudicatory hearings.



# ARTICLE II - PERIOD OF PERFORMANCE

- A. The performance of work described in ARTICLE I hereof shall commence as of the effective date of this contract and shall continue for a period of 45 calendar days thereafter.
- B. This contract may be extended up to an additional 135 calendar days at the option of the Government, by the Contracting Officer. The total duration of this contract, including the exercise of the option stated in Task 7 shall not exceed 180 calendar days. Should the Government exercise said option, all contractual terms and conditions shall apply during the option period.

# ARTICLE III - CONSIDERATION AND PAYMENT

## A. Estimated Cost, Fixed Fee and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$ 31,715.00 , of which the sum of \$ 28,963.00 represents the estimated reimbursable costs, and of which \$ 2,752.00 represents the fixed fee.
2. There shall be no adjustment in the amount of the contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost performance of that work.
3. The amount presently obligated by the Government with respect to this contract is \$31,715.00.

## B. Payment

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

Additional provisions relating to payment are contained in Clause 5.1-1 of the General Provisions hereto.

# ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 125 percent of direct labor.
- B. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 15 percent of total direct cost and overhead.
- C. Notwithstanding A. and B. of this Article, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

# ARTICLE V - KEY PERSONNEL

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

Dr. Reba, Dr. Elliott, Ms. Nelson

# ARTICLE VI - TECHNICAL DIRECTION

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE VII of this contract. The term "Technical Direction" is defined to include the following:
  1. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
  2. Providing assistance to the contractor in the preparation of drawings, specifications or technical portions of the work description.
  3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the contract.
- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
  1. Constitutes an assignment of additional work outside the general scope of the contract.
  2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
  3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
  4. Changes any of the expressed terms, conditions or specifications of the contract.



- C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within such person's authority under the provisions of this article.

If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in B(1) through (4) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

- D. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the contractor's performance, and may even result in the contractor expending funds for unallowable costs under the contract.
- E. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

## ARTICLE VII - PROJECT OFFICER

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

The Project Officer is responsible for: (1) monitoring the contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies, services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

## ARTICLE VIII - TRAVEL REIMBURSEMENT

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

1. The cost of travel by privately owned automobile shall be reimbursed at the rate of \$.205 per mile.
2. Parking shall be reimbursed on a reasonable actual expense basis.

## ARTICLE IX - OMB CLEARANCE OF INFORMATION COLLECTION ACTIVITIES

In accordance with the Paperwork Reduction Act of 1980 (P.L. 96-511), NRC is required to justify any information collection activity that affects ten (10) or more respondents to the Office of Management and Budget, Office of Information and Regulatory Affairs, and to give public notice of the clearance number and expiration date.

OMB review and approval of the information collection activities specified under Task 4 is required. The Contractor shall proceed with Tasks 1 through 3 upon award of this contract. Task 4, however, shall not commence until the contractor has been notified by NRC that OMB approval for the information collection activities has been obtained. It is expected that OMB approval will be granted by day 19 of the contract. Should OMB approval not be granted by such date, the Contracting Officer will discuss the delay with the contractor and will equitably adjust the schedule of performance and deliverables and any other contractual provisions affected by such delay in accordance with the procedures provided for in the clause of this contract entitled "Changes."

## ARTICLE X

SPECIAL CLAUSES FOR PRIME CONTRACTS

1. The parties agree that the ANDRULIS RESEARCH CORPORATION (hereinafter call "Contractor") shall for and in the stead of the Small Business Administration fulfill and perform all of the requirements of this Prime Contract for the consideration stated herein.
2. By subcontracting, pursuant to the provisions of Section 8(a) of the Small Business Act, 15 USC 637(a)(1), as amended, the Small Business Administration (hereinafter called SBA) agrees to furnish the services set forth in this contract according to the specifications hereof.
3. It is understood and agreed that in the event SBA does not award subcontracts for the performance of all or part of the work hereunder, this contract may be terminated in whole or in part without cost to either party.
4. The general provisions of this contract are not operative between SBA and the Nuclear Regulatory Commission but they are applicable to SBA's subcontractor.
5. SBA has delegated to the Nuclear Regulatory Commission (hereinafter called NRC) the responsibility for administering its subcontract hereunder. This includes issuance of orders, inspection, and acceptance by NRC Representatives and direct payment by NRC.
6. For the purposes of this contract the reference to "his duly authorized representative" in the "Disputes" clauses of this contract shall be deemed to refer to the Board of Contract Appeals.
7. It is further agreed that SBA will be continuously apprised by the Contracting Officer administering the subcontract as to the progress and performance of its contractor. No action that could possibly lead to the termination of the contract for "Default" or for "Convenience of the Government" shall be taken by said Contracting Officer or his authorized Representative without prior consultation with the SBA.
8. It is understood and agreed that SBA's contractor shall have the right of appealing decisions of the Procurement Contracting Officer, or his authorized Representative, as cognizable under the "Disputes" clause of this contract.
9. Insurance and/or bonding requirements, if any, do not apply to SBA, but SBA will require bonds from its contractor as required to protect the interests of the Government.
10. It is agreed that the provisions of the "Termination for Convenience," "Changes," "Disputes," "Default and Price Reduction" clauses which are included in the contract between the SBA and its contractor shall be invoked in appropriate cases when requested by the Procurement Contracting Officer or his authorized Representative. If the SBA does not agree with the request of the Procurement Contracting Officer or his authorized Representative, the case shall be referred to the Board of Contract Appeals for decision.

ARTICLE XI - GENERAL PROVISIONS/ALTERATIONS

This contract is subject to the attached provisions of Appendix A, General Provisions, entitled "Cost Type Research and Development Contracts With Commercial Organizations," dated 12/1/81 with the following alterations made thereto:

A. Deletions:

1. Articles 1.21 and 1.22, "Privacy Act Notification", and "Privacy Act" respective are deleted in their entirety.