

AWARD/CONTRACT

1. CONTRACT (Proc. Inv. Ident.) NO NRC-04-81-203	2. EFFECTIVE DATE SEP 28 1981	3. REQUISITION/PURCHASE REQUEST/PROJECT NO RS-RES-81-203	4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DPA 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 FOR DISTI-NATION <input checked="" type="checkbox"/> NATION <input type="checkbox"/> OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS  IIT Research Institute 10 West 35th Street Chicago, IL 60616	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 Attn: William Lans Office of Nuclear Regulatory Research Washington, DC 20555	12. PAYMENT WILL BE MADE BY U. S. Nuclear Regulatory Commission Office of the Controller Division of Accounting Washington, DC 20555
--	--

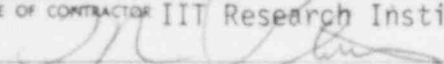
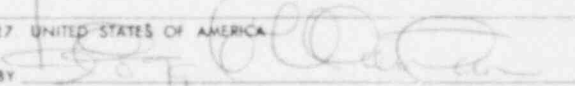
13. THIS PROCUREMENT WAS  ADVERTISED,  NEGOTIATED, PURSUANT TO:  10 U.S.C. 2304 (a)(1)  41 U.S.C. 252 (c)(10)

14. ACCOUNTING AND APPROPRIATION DATA  
 B&R No. 60-19-02-30      FIN No. B7570      Ceiling: See Below\*  
 \$81,000.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>THE COMMISSION HEREBY ACCEPTS IITRI'S OFFER TO PERFORM WORK ENTITLED "DEFINITION OF BOUNDING PHYSICAL TESTS REPRESENTATIVE OF TRANSPORT ACCIDENTS - AIR AND MARINE." THIS AWARD OF A COST PLUS FIXED FEE CONTRACT IS THE RESULT OF A COMPETITIVE PROCUREMENT (RS-RES-81-203) AND THE CONTRACT IS IN ACCORDANCE WITH IITRI'S PROPOCAL NO. 81-263T DATED MAY, 1981 AND BEST AND FINAL PROPOSAL NO. 81-263T (REV) DATED SEPTEMBER 9, 1981 - BOTH OF WHICH ARE INCORPORATED HEREIN AND MADE A PART HEREOF.</p> <p>*INCREMENTAL FUNDING OF \$81,000 PROVIDED BY THIS ACTION. REMAINING \$394,548.00 TO BE PROVIDED, SUBJECT TO THE AVAILABILITY OF FUNDS IN FY-82 AND FY-83 BUDGETS.</p>				

21. ESTIMATED CEILING TOTAL AMOUNT OF CONTRACT \$ 475,548.00  
 CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above or 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 OF CONTRACTOR IIT Research Institute	27. UNITED STATES OF AMERICA
BY:  (Signature of person authorized to sign)	BY:  (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) TR Plonis Business Manager	25. DATE SIGNED 9-22-81	28. NAME OF CONTRACTING OFFICER (Type or print) William V. Mcnton	29. DATE SIGNED 9-11-81
--	----------------------------	--	----------------------------

I. ARTICLE II - PERIOD OF PERFORMANCE

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 18 months after said contract is effective. The period of performance under this contract is from September 28, 1981 through March 30, 1983.

II. ARTICLE III - CONSIDERATION AND PAYMENT, is deleted in its entirety, and the following new ARTICLE III is added:

"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 \$475,548.00 of which the sum of \$444,437.00 represents the estimated reimbursable costs, and of which \$31,111.00 represents the fixed fee.
2. Total funds currently available for payment and allotted to this contract are \$81,000.00 of which \$75,330.00 represents the estimated reimbursable costs, and of which \$5,670.00 represents the fixed fee.
3. It is estimated that the amount currently allotted will cover performance through Phase I which is scheduled to be completed six (6) months from the effective date of the contract.

B. Payment

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

Additional provisions relating to payment are contained in Clause 5.1-3 of the General Provisions hereto.

To comply with the spirit and intent of the above clause, we will not withhold fee from your vouchers until such time as of the fixed fee specified in the contract has been paid. After payment of of the fixed fee, we will withhold further payment of fixed fee not to exceed of the total fixed fee or \$100,000 whichever is less, in order to protect the Government's interest. Of course, upon satisfactory completion of the contract, such withheld reserve will be paid to you upon submission of a proper voucher."

III. ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES, is deleted in its entirety, and the following new ARTICLE IV is added:

"ARTICLE IV - OVERHEAD 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 engineering overhead costs hereunder at the provisional billing rate of        percent of the total engineering labor base.
- B. Pending the establishment of final administrative rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable administrative overhead costs hereunder at the provisional rate of        percent of total value added cost.
- C. Notwithstanding A. and B. of this Article, said provisional overhead and administrative rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

IV. Under ARTICLE V - KEY PERSONNEL, the following names are added:

Owen J. Viergutz  
Hyla S. Napadensky

V. Under ARTICLE VI - TECHNICAL DIRECTION, Section A, insert the following Article No.: VII.

VI. Under ARTICLE VII - PROJECT OFFICER, insert the following name:

Mr. William Lahs

VII. ARTICLE VIII - TRAVEL REIMBURSEMENT, is deleted in its entirety and the following new ARTICLE VIII is added:

"ARTICLE VIII - TRAVEL REIMBURSEMENT

1. Total expenditure for domestic travel shall not exceed \$5,560.00 without the prior approval of the Contracting Officer. The contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer, in accordance with the contractor's approved travel policy on file with the NRC.

2. The cost of travel by privately owned automobile shall be reimbursed at the mileage rate prescribed by the contractor's established, generally applicable travel policy; provided, however, that such reimbursement shall not exceed the cost of less than first-class travel by common carrier.
3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis that does not exceed the rates prescribed by the contractor's established, generally applicable travel policy.
4. 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.
5. Reasonable actual costs of lodging and subsistence, or per diem in lieu of actual costs, shall be allowable to the extent that such actual costs or per diem amounts do not exceed the amounts or per diem rates prescribed by the contractor's established, generally applicable travel policy.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$15.00.
7. Any revision to the contractor's established, generally applicable travel policy approved by the cognizant audit agency during the period of performance of this contract shall be effective, without formal modification to this contract, upon delivery to the Contracting Officer of a copy of such revised policy together with evidence of cognizant audit agency approval thereof."

VIII. ARTICLE IX-CONFLICT OF INTEREST is added:

"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.
- (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."

IX. ARTICLE IX - GENERAL PROVISIONS/ALTERATIONS is hereby redesignated as ARTICLE X - GENERAL PROVISIONS/ALTERATIONS.