

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-10-83-353**
 2. EFFECTIVE DATE **MAR 30 1983**
 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA ADM 83-353**
 4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1. RATING: _____
 5. ISSUED BY **U.S. Nuclear Regulatory Commission**
Administrative Contracts Branch
Division of Contracts, AR-2223
Washington, DC 20555
 6. ADMINISTERED BY (If other than block 5) _____
 7. DELIVERY FOR DESTINATION NATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **Ms. Patricia Russ**
3337 64th Avenue-Place
Oakland, CA 94605
 (Street, city, county, State, and ZIP code)
 FACILITY CODE _____
 9. DISCOUNT FOR PROMPT PAYMENT **NET 30**
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

11. SHIP TO/MARK FOR **U.S. Nuclear Regulatory Commission**
Attention: Lillian Van Santen, ADM
Management Development & Training Staff
Washington, DC 20555
 12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission**
Office of Resource Management
Division of Accounting and Finance
Attention: GOV/COM ACCOUNTS
Washington, DC 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
41-20-27-202 31X0200.403 \$4,400.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	The Contractor shall provide career counseling for NRC participants in Region <u>V</u> . 100 hours minimum.				\$4,400.00
8304220265 830405 PDR CONTR NRC-10-83-353 PDR					

21. TOTAL AMOUNT OF CONTRACT \$ **\$4,400.00**

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 **Patricia Russ**
 (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA BY **John E. Rebello**
 (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) **PATRICIA RUSS, CONSULTANT**
 25. DATE SIGNED **03/27/83**
 28. NAME OF CONTRACTING OFFICER (Type or print) **JOHN E. REBELLO**
 29. DATE SIGNED **4/5/83**

ARTICLE I - STATEMENT OF WORK

1 PROGRAM DESCRIPTION

- 1.1 The Contractor shall provide career counseling for a minimum of twenty-five (25) NRC voluntary participants. Additional NRC voluntary participants may be counseled at the Government's option. Counseling sessions shall be held on an individual basis. There shall be a total of four (4) sessions provided for each voluntary participant. Each session shall run for a one-hour period.
- 1.2 The Contractor shall offer, as prescribed by the NRC Headquarters Contractor (Binder, Elster, Mendelson & Wheeler, Inc.), an appropriate Interest Inventory Test or other career counseling methodology or instruments to each voluntary participant and shall discuss the results with these participants as an integral part of the counseling.
- 1.3 The Contractor will prepare, as prescribed by the NRC Headquarters Contractor (Binder, Elster, Mendelson & Wheeler, Inc.), an evaluation form which will elicit from each voluntary participant a rating of the quality of counseling received in respect to the objectives of paragraph 1.4 below. Such evaluation shall maintain the anonymity of each participant and it shall provide the statistical basis for the reporting requirements of paragraph 1.5.
- 1.4 The objectives of the counseling shall be as follows:
Provide each voluntary participant with:
- (a) An increased awareness of skills, interests and aptitude.
 - (b) Clarification of values and priorities.
 - (c) Goal setting abilities both short and long term.
 - (d) An understanding of obstacles to career planning.
 - (e) An understanding of the process of career decision making.
- 1.5 Reporting Requirements:
On a quarterly basis and at the end of the contract, the Contractor shall provide the NRC Headquarters Contractor (Binder, Elster, Mendelson & Wheeler, Inc.) and the Regional NRC Representative with the following: (1) names of all voluntary participants counseled, (2) the number and dates of all counseling sessions completed, and (3) brief discussion of session results. No individual identification of participants to particular results will be provided in these reports. One copy of this information shall be furnished to the Contracting Officer's Authorized Representative (COAR).

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance under this contract shall commence on March 30, 1983 through April 1, 1984.

ARTICLE III - CONSIDERATION

In consideration of the contractor's performance hereunder, the NRC shall pay the Contractor at a fixed rate of \$44.00 per counseling hour. The NRC guarantees the Contractor a minimum of 100 hours of counseling time during the life of the contract.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$4,400.00.

ARTICLE V - PAYMENT

Payment shall be made quarterly in accordance with clause 2 of the General Provisions entitled "Payment" approximately thirty (30) days after completion and acceptance of quarterly report as stated in Statement of Work, and 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 provision of this contract.

ARTICLE VI - PROJECT OFFICER

Lillian W. van Santen is hereby designated as the Contracting Officer's authorized representative (hereinafter referred to as 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; nor terminate or settle any claim or dispute arising under the contract; nor issue any unilateral directive whatsoever.

The Project Officer is responsible for:

- a. monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements;
- b. interpreting the statement of work;
- c. performing technical evaluation as required;
- d. performing technical inspections and acceptances required by this contract; and
- e. assisting the Contractor in the resolution of technical problems encountered during performance.

ARTICLE VI - (continued)

Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by the Contractor and submit recommendations for approval, disapproval, or suspension for supplies or services required under this 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:

- a. be consistent with the description of work set forth in the contract;
- b. not constitute new assignment of work or change of the expressed terms, conditions, or specifications incorporated in to this contract;
- c. not constitute a basis for an extension to the period of performance or contract delivery schedule; and
- d. 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.

ARTICLE VII - SPECIAL PROVISIONS

7.1 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.

7.2 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.)

7.3 GOVERNMENT FURNISHED PROPERTY AND MATERIALS

- (a) Upon execution of this contract, the NRC will provide all counseling materials, para. I.1.2, and will furnish space for use in performance of this contract. All services will be performed in facilities provided by the NRC. The counseling will be conducted at times mutually agreeable to the Contractor and the NRC.
- (b) Lists of individuals with telephone numbers, office locations and other items necessary to locate individuals to arrange appointments for counseling. These lists should only be used by the Contractor as a method of locating and arranging for sessions with voluntary participants and as a method of accounting for individual utilization of the counseling services. These lists will be returned to the NRC upon the completion of the contract.
- (c) The Government reserves the right to provide a government telephone and NRC office space, as needed, for conducting support and liaison for Regional Offices (as described below).

7.4 WORK FOR OTHERS

Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo 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. If the Contractor believes 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.

7.5 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.

7.6 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.

ARTICLE VIII - GENERAL PROVISIONS

This contract is subject to the General Provisions entitled "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.

ARTICLE IX - KEY PERSONNEL

Ms. Patricia Russ is identified as being essential to the work performed under this contract.