

NRC-34-91-357

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO. NRC-34-91-357 3. EFFECTIVE DATE
AUG 8 1991 4. REQUISITION/PROJECT NO.
OCM-91-357

5. ISSUED BY Code: U.S. Nuclear Regulatory Commission
Div. of Contracts & Property Mgmt.
Contract Neg. Br. No. 2; P-1042
Washington, DC 20555

6. ADMINISTERED BY Code: (If other than Item 5)
U.S. Nuclear Regulatory Commission
Div. of Contracts & Property Mgmt.
Contract Administration Branch No. 2
Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR
Howard S. Bellman
119 Martin Luther King, Jr. Blvd.
Suite 413
Madison, WI 53703

Code:
Facility Code:

8. DELIVERY
[] FOB ORIGIN
[X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6

11. SHIP TO/MARK FOR CODE
U.S. Nuclear Regulatory Commission
Attn: Francis X. Cameron
Office of the Chairman
Washington, DC 20555

12. PAYMENT WILL BE MADE BY CODE
U. S. Nuclear Regulatory Commission
Division of Accounting and Finance
GOV/COM Accounting Section
Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
[] 10 U.S.C. 2304(c)() [X] 41 U.S.C. 253(c) (2)

14. ACCOUNTING AND APPROPRIATION DATA
B&R No. 170-19-61-00-0 FIN No. B15601
APPN No. 31X0200.170 AMT OBL: \$65,996.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
The U.S. Nuclear Regulatory Commission hereby accepts Howard Bellman's Technical Proposal dated July 23, 1991 which is incorporated herein by reference. This is a Time-and-Materials Type Contract.					

15G. TOTAL CEILING AMOUNT \$65,996.00

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)

Prescribed by GSA
FAR(48 CFR) 53.214(a)

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] 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.)

18. [] 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.

19A. NAME AND TITLE OF SIGNER
(Type or print)

Howard S. Bellman

19B. NAME OF CONTRACTOR

by Howard S. Bellman
(Signature of person authorized to sign)

20A. NAME OF CONTRACTING OFFICER

Mary H. Mace

20B. UNITED STATES OF AMERICA

by Mary H. Mace
(Signature of Contracting Officer)

19C. DATE SIGNED 8-7-91

20C. DATE SIGNED 8-8-91

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"Implementation of a Consensus-Building Process on the Issues Related to the NRC Below Regulatory Concern Policy"

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall initiate a consensus-building process to clarify the differences and work towards resolution of the issues related to implementation of NRC's "Below Regulatory Concern" Policy.

[End of Clause]

B.3 SCHEDULE OF ITEMS

The Contractor shall provide services in accordance with Section C - Description/Specification/Work Statement herein at the hourly rate as set forth below:

Services	Hours Not To Exceed	Unit	Unit Price	Total Ceiling Amount
Howard Bellman	480	hour	\$100	\$48,000
Other Direct Costs				
Travel	18 trips			17,995
TOTAL ESTIMATED AMOUNT (CEILING)				\$65,996

B.4 CONSIDERATION AND OBLIGATION--TIME AND MATERIALS

The total ceiling amount of this time and materials contract for the services to be provided is \$65,996.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

TITLE: IMPLEMENTATION OF A CONSENSUS-BUILDING PROCESS ON THE ISSUES RELATED TO THE NRC BELOW REGULATORY CONCERN POLICY

C.1.1 BACKGROUND

The Commission adopted the Below Regulatory Concern (BRC) Policy on July 3, 1990, as a basis for determining when radiation levels are so low that they do not need stringent regulatory controls to ensure protection of the public and the environment. Since adopting the BRC Policy, the Commission has received many comments from Congress, state and local governments, the public, the industry, Federal agencies and governmental and professional associations.

C.1.2 OBJECTIVE

The Nuclear Regulatory Commission is initiating a consensus-building process to clarify differences and work towards resolution of the issues related to implementation of its BRC Policy. The goal of this process will be to identify issues, clarify concerns, and develop recommendations to the Commission, including revisions, as appropriate, to the BRC Policy.

As a first step in the consensus process, the Commission initiated the evaluation of the feasibility of using consensus-building techniques in the BRC area. On June 28, 1991, based on the conclusions and recommendations of this feasibility evaluation, the Commission formally initiated a phased process for seeking consensus on the BRC issues.

Phase I of this procurement shall involve the convening of a core group of leaders from the highest levels of leadership in the representative interests such as a Commissioner, a Governor, the president of an environmental organization, the CEO of a utility, and a high ranking officer of the American Medical Association. The core group shall focus on the general framework, constraints, and opportunities of the consensus process as well as specific issues such as achieving full and balanced participation of affected parties in the consensus process and the deferral of alternative remedies pending the outcome of the consensus process.

Phase II shall involve the creation of a steering committee, a somewhat larger group than the core group, to set the preliminary agenda for the plenary consensus body; to serve as the forum for the initial exchange of positions on the BRC issues; and to issue the invitations for the plenary consensus body. Implementation of Phase

II is contingent upon a successful conclusion of Phase I. The Contractor shall not begin Phase II without written approval by the Contracting Officer.

C.1.3 SCOPE OF WORK

TASK 1

The Contractor shall assist the Commission staff in developing and implementing a strategy for convening a core group of affected interests as a first step in the implementation of a consensus-building process on the BRC policy issues. The Contractor shall identify the affected groups that should be represented in the core group, develop a strategy on how those groups should be approached in terms of willingness to participate in the core group, participate in meetings with the affected groups, and develop an agenda and format for the meeting of the core group. In assisting in the development and implementation of this strategy, the Contractor shall take into account the positions of the affected groups and the Commission on the BRC Policy and on the BRC consensus process.

Estimated Completion Time: Within three months of the commencement of the project. This will allow the Commission time to consider pending petitions to exempt specific wastes under the BRC Policy as soon as possible and also provide information for the Congressional hearings on the status of the Commission's BRC consensus process presently scheduled for September 1991.

TASK 2

The Contractor shall serve as the facilitator for the meeting of the core group. Contractor shall explain the nature of the consensus process, ensure that the discussion of the participants move forward in an organized manner, ensure that the concerns of the participants are thoroughly articulated and explored, and provide suggestions to the participants on how specific problems can be addressed.

The Contractor shall provide a draft report on the status of the BRC consensus process within three months of the commencement of the project. The draft report shall summarize the positions of the relevant affected groups in regard to the consensus process and discuss the feasibility of moving forward with consensus process. The NRC Project Officer (PO) will respond with comments within one week from receipt of the draft report. The Contractor shall provide a final report within one week from receipt of POs comments on draft report.

TASK 3

The Contractor shall assist the Commission staff in developing and implementing a strategy for convening a steering committee composed of affected interests as the second phase in the implementation of a consensus-building process on the BRC policy issues. The Contractor shall identify the specific affected groups that should be

represented on the steering committee, develop a strategy on how those groups should be approached in terms of willingness to participate on the steering committee, and develop an agenda and format for the meeting of the steering committee. In developing this strategy, the Contractor shall take into account the positions of the affected groups and the Commission on the BRC Policy and on the BRC consensus process.

TASK 4

The Contractor shall serve as the facilitator for the meeting of the steering committee. The Contractor shall explain the nature of the consensus process, ensure that the discussions of the participants move forward in an organized manner, ensure that the concerns of the participants are thoroughly articulated and explored, provide suggestions to the participants on how specific problems can be addressed.

The Contractor shall provide a draft report on the status of the BRC consensus process within seven months of the commencement of the project. The draft report shall summarize the positions of the relevant affected groups in regard to the consensus process and discuss the feasibility of moving forward with the consensus process. The NRC Project Officer will provide comments on the report within one week from receipt of the draft report. The Contractor shall provide a final report within one week from receipt of POs comments on draft report.

(End of Clause)

C.2 TRAVEL APPROVALS (MAR 1987)

a. All domestic travel requires the prior approval of the Project Officer.

b. All foreign travel must be approved in advance by the NRC on NRC Form 445 and shall be in compliance with 52.247-63, Preference for U.S. Flag Air Carriers. Such approval will be communicated in writing through the Contracting Officer.

[End of Clause]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR	JAN 1986

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989

[End of Clause]

F.2 PREPARATION OF TECHNICAL REPORTS (JUNE 1988)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Handbook 3.8. NRC Handbook 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

[End of Clause]

F.3 TECHNICAL PROGRESS REPORT (OMB CLEARANCE NUMBER 3150-0112)
(JUNE 1988)

The Contractor shall provide a monthly Technical Progress Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

- a. A listing of the efforts completed during the period; milestones reached or, if missed, an explanation provided;
- b. Any problems or delays encountered or anticipated and recommendations for resolution; (if the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact).
- c. A summary of progress to date; and
- d. Plans for the next reporting period.

[End of Clause]

F.4 FINANCIAL STATUS REPORT (OMB CLEARANCE NUMBER 3150-0112)
(JUNE 1988)

The Contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

(a) Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:

- 1) Total Estimated Contract Amount.
- 2) Total Funds Obligated To Date.
- 3) Total Costs Incurred This Reporting Period.
- 4) Total Costs Incurred to Date.
- 5) Balance of Obligations Remaining.
- 6) Balance of Funds Required To Complete Contract.

(b) Detail of all direct and indirect costs incurred during the reporting period for each task.

[End of Clause]

F.5 PLACE OF DELIVERY--REPORTS (JUNE 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (2 copies)

Francis X. Cameron
U.S. Nuclear Regulatory Commission
Office of the Chairman
Mail Stop - OWFN 16 G15
Washington, DC 20555

(b) Contracting Officer (1 copy)

[End of Clause]

F.6 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 08/07/91 and will expire on 04/01/92.

[End of Clause]

F.7 DELIVERABLES

All deliverables shall be provided to the NRC Project Officer as described in Section C.1.3 Scope of Work.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY (JUNE 1988)

(a) The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: Francis X. Cameron

Address: U.S. Nuclear Regulatory Commission
Office of the Chairman
Washington, DC 20555

Telephone Number: (301) 492-1803

(b) Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer. 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, fills in details or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance 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.

(c) Technical direction must be within the general statement 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 "Changes" clause of this contract.

(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.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) 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 furnished to the Contracting Officer.

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

(f) 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 c 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.

(g) 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.

(h) 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 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined above, 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) Assisting the Contractor in the resolution of technical problems encountered during performance.

(3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

G.2 TRAVEL REIMBURSEMENT (JUNE 1988) ALTERNATE I (JUNE 1988)

a. The Contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide each additional traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

b. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.

c. When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

d. The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas". Copies of this publication may be obtained from the U.S. Government Printing Office, Washington, D.C. 20402.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL (JUNE 1988)

a. The following individuals are considered to be essential to the successful performance of the work hereunder:

Howard S. Bellman

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

b. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

(1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

(2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

[End of Clause]

H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with these regulations or requirements, the Contracting Officer, may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

[End of Clause]

H.3 DISSEMINATION OF CONTRACT INFORMATION (MAR 1987)

The Contractor shall comply with the requirements of the attached NRC Handbook 3.8 (See Section J for List of Attachments) regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

[End of Clause]

H.4 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

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 to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

[End of Clause]

H.5 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST
(JUNE 1988)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate 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 apply to performance or participation by the Contractor as defined in 41 CFR 20-1.5402(f) in the activities covered by this clause.

(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 under this contract abide by the provision of this clause. If the Contractor has reason to believe with respect to itself or any 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 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 must 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 if termination is in the best interest 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 this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public, or

(iv) Release the information without prior written approval by the Contracting Officer unless the 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 the 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 clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR 20-1.5411.

[End of Clause]

H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUNE 1988)

The Government will not provide any equipment/property under this contract.

[End of Clause]

H.7 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS
CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

[End of Clause]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	APR 1984
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 1991
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	APR 1984
52.215-2	AUDIT - NEGOTIATION	DEC 1989
52.215-31	WAIVER OF FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	APR 1991

52.225-13	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS	APR 1991
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	APR 1989
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	APR 1984
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	APR 1991
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	AUG 1987
52.244-3	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)	APR 1985
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984

[End of Clause]

I.2 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL
OR IMPROPER ACTIVITY (SEP 1990)

(a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR.

In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

[End of Clause]

PART IIIJ - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Handbook 3.8
4	Standard Form 1411 with Instructions