

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. NRC-10-83-724		2. EFFECTIVE DATE 8/15/85		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RPPA-ADM-83-724		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING.	
5. ISSUED BY U.S. Nuclear Regulatory Commission Administrative Contracts Branch, SPS Washington, D. C. 20555				6. ADMINISTERED BY (If other than block 5)		7. DELIVERY FOR DESTINATION <input type="checkbox"/> NATION <input checked="" type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS  Mr. Samuel J. Flanagan 1511 K Street N. W., Suite 425 Washington, D. C. 20005		9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12			

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Division of Organization & Personnel Office of Administration Washington, D. C. 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Resource Management Division of Accounting and Finance Washington, D. C. 20555 ATTN:GOV/COM ACCOUNTS	
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13. THIS PROCUREMENT WAS  ADVERTISED,  NEGOTIATED, PURSUANT TO:  10 U.S.C. 2304 (a)( )  41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA  
31X0200.403      45-20-25-702      \$3,575.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	"Grievance Review Examiner in an Employee Grievance"				\$3,575.00
8308250311 830816 PDR CONTR NRC-10-83-724 PDR					

21. TOTAL AMOUNT OF CONTRACT \$ 3,575.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input 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.
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23. NAME OF CONTRACTOR BY <i>Samuel J. Flanagan</i> (Signature of person authorized to sign)	27. UNITED STATES OF AMERICA BY <i>John E. Rebello</i> (Signature of Contracting Officer)
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24. NAME AND TITLE OF SIGNER (Type or print) SAMUEL J. FLANAGAN	25. DATE SIGNED 8/11/85	28. NAME OF CONTRACTING OFFICER (Type or print) John E. Rebello	29. DATE SIGNED 8/16/85
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ARTICLE I - STATEMENT OF WORK

The Contractor, as Grievance Review Examiner in an employee grievance, shall examine the facts in this grievance; hold hearings; including taking of testimony and acceptance of evidentiary material; and furnish a written report of findings and determinations regarding resolutions of the grievance.

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 30 calendar days after the date of appointment, except as additional time is authorized by the reviewing official.

2. Initial Planning

The planning phase of the review shall be initiated by the examiner within five working days, if possible, following acceptance of the examiner position. In planning the review, the examiner will:

- 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 employee 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 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 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 3 days notice should be given.
- 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 will 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

The examiner's written report of findings of fact and recommendations to the reviewing official shall contain:

- (1) statement of purpose of the examination;
  - (2) issues considered;
  - (3) analysis of evidence;
  - (4) findings of fact;
  - (5) conclusions; and
  - (6) recommendations.
- (7) The original of any record of the hearing shall be attached to the report.

A copy of the report of findings and recommendations of the grievance review examiner shall be furnished to the employee, to his or her representative, to the first and second level officials and to the Chief, LRB, Division of Organization and Personnel.

## ARTICLE II - PERIOD OF PERFORMANCE

The period of performance under this contract shall commence on August 15, 1983 through August 31, 1983.

## ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the NRC shall pay the Contractor a fixed rate of \$275.00 per man-day.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$3,575.00.

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. Payment shall be made approximately 30 days after submission of proper invoice.

ARTICLE VI - SPECIAL PROVISIONS

## VI.1 Project Officer

Performance of 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 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 amount 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 criteris 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

Acceptance of the services and reports to be delivered herin will be made by the 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.

#### ARTICLE VII - PROJECT OFFICER

Theresa Spearman 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 costs; not to terminate or settle any claim or dispute arising under the contract; nor to issue any unilateral directive whatever.

#### ARTICLE VIII - GENERAL PROVISIONS

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

Clause 14 entitled "Patent Rights" is deleted in its entirety.

Clauses 31, 32, 33 entitled "Prompt Payment Act" are applicable to this contract and attached hereto and made a part hereof.