

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 19
2 CONTRACT (Proc Inst Ident) NO. NRC-04-85-115		3 EFFECTIVE DATE JUN 03 1985		4 REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-85-115	
5 ISSUED BY		CODE	6 ADMINISTERED BY (If other than Item 5)		CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, DC 20555

7 NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

The Pennsylvania State University
5 Old Main Building
University Park, PA 16802

8 DELIVERY

☐ FOB ORIGIN ☐ OTHER (See below)

9 DISCOUNT FOR PROMPT PAYMENT

10 SUBMIT INVOICES
(4 copies unless other
wise specified) TO THE
ADDRESS SHOWN IN

CODE FACILITY CODE

11 SHIP TO/MARK FOR
U.S. Nuclear Regulatory Commission
Office of Nuclear Regulatory Research/W. Floyd
Washington, DC 20555

12 PAYMENT WILL BE MADE BY
U.S. Nuclear Regulatory Commission
Div. of Accounting & Finance, GOV/COM Account
Washington, DC 20555

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

☐ 10 U.S.C. 2304(c)(1) ☒ 41 U.S.C. 253(c)(1) 10

14 ACCOUNTING AND APPROPRIATION DATA

B&R No. 601940
FIN No. D1587

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	Evaluation of Protective Action Risks				

15G TOTAL AMOUNT OF CONTRACT \$ 120,000

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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. (All 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)
The Pennsylvania State University
Kenneth S. Babe, Asst. Vice President

20A NAME OF CONTRACTING OFFICER

Ronald D. Thompson

19B NAME OF CONTRACTOR
BY *Kenneth S. Babe*
(Signature of person authorized to sign)

19C DATE SIGNED
5/31/85

20B UNITED STATES OF AMERICA
BY *Ronald D. Thompson*
(Signature of Contracting Officer)

20C DATE SIGNED
5-23-85

Section B - Supplies or Services and Prices/Costs

B.1 Brief Description of Work

Provide technical services to determine under radiological accident conditions, how the non radiological risks of evacuation compare with the radiological risks if no protective actions are taken.

B.2 (Offeror should provide Cost and Fee information)

A. Total Estimated Cost.....\$ \$120,000

Section C - Description/Specifications/Work Statement

C.1 Statement of Work

C.1.1 Background

Since the Three Mile Island accident, the NRC has placed an increasing emphasis on emergency planning for nuclear facilities. This emphasis has assumed the form of a licensing requirement for all nuclear facilities to develop an emergency response plan. The goal of these plans is to protect the public health and safety by focusing on expeditious evacuation and thereby reducing the public's radiological risks in the event of a radiological release.

Research on potential evacuation risks during a nuclear plant emergency and their overall effectiveness of public protection strategies for such an event has been studied by the Pennsylvania State University and others. A well known research project on evacuation risks was completed in June 1974 by the U.S. Environmental Protection Agency (EPA). The primary objectives of the EPA study were:

"to determine the risk of death, major injury, and cost associated with an evacuation; what parameters in an evacuation affect risk, and, if such parameters exist, can they be used to prognosticate risk."

C.1.2 Objective

The purpose of this contract is, under radiological accident conditions, to determine how the non-radiological risks of evacuation compare with the radiological risks if no protective actions are taken. It is necessary that the decisionmakers charged with the public health and safety have the resources (data) that will allow them to better evaluate protective action risks.

C.1.3 Work Required

Because of the urgent need of technical data for regulatory decisionmaking concerning the risks taken with protective actions, i.e., evacuations, a thorough review of the results of the 1974 EPA study will be conducted then undated to cover all evacuation incidents from February 1974 through December 1984. Then an analysis will be conducted

using this data, to compare the non-radiological risks of evacuation to the radiological risks of various accident sequences using a range of offsite doses). This analysis will consist of two tasks.

Task 1 - Completion Date: March 24, 1986

The contractor will expand upon the EPA's 1974 report "Evacuation Risks - An Evaluation" in order to update and revise assessments of evacuation risks. This study will extrapolate from risks associated with evacuation events precipitated by other man-made or natural phenomena. The dependent variables - risk of death, risk of injury, and cost of evacuation for each incident investigated will be examined. Independent variables will include meteorological conditions, time of day, road conditions, road types, traffic flow, and population size. An attempt to assess the net results of an evacuation and the impact of communication reworking will be made. Socioeconomic risks and psychological factors that impact evacuation will be considered in the interpretation of the final results of the complete analysis.

(a) In order to obtain the necessary data, the contractor shall:

1. Examine the dependent variables: risk of death, risk of injury and the cost of evacuation for each incident investigated.
2. Examine the independent variables: meteorological conditions, time of day, road conditions, road types, traffic flow and population size for each incident investigated.

Task 2 - Completion Date: March 24, 1986

Develop a methodology to evaluate the collective action risks as compared to the risks of radiation exposure (a range of doses).

Task 3 - Publication material due: June 2, 1986 (see Section F.1)

Any publication in the open literature will also be provided to NRC in a format suitable for publication as a NUREG report.

C.1.4 Publishing in Open Literature

In accordance with NRC Manual Chapter 3202, the statement of work is modified to include the following provisions:

The principal investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work, if the article or paper has been reviewed by the NRC project manager in draft form and agreement has been reached on the content. The applicable procedures set forth in Chapters NRC-3206 or NRC-1102 must be followed.

If agreement is not reached, NRC may also ask that the paper include in addition to the standard statement "Work supported by the U. S. Nuclear Regulatory Commission," any caveats deemed necessary to cover NRC objections. If NRC objections cannot be covered in this manner, NRC can refuse to authorize publication in the open literature and/or presentation of papers.

In the latter case, NRC will inform the contractor of the decision, as stated above for formal reports (see Section C, paragraph 3 and 4). The contractor is then free to publish without NRC identification of the information. This will not affect payment of the contract work costs. Project manager or higher level decisions may be appealed to the NRC Executive Director for Operations.

C.2 Level of Effort

1. The NRC's estimate of the total of scientific, technical and clerical effort for this project is approximately 2.25 man-years. This information is advisory and is not to be considered as the sole basis for the development of your staffing plans.
2. The contractor agrees to use its best efforts to accomplish all the work outlined or referenced under the statement of work set out above. Performance of the requirements under this Section will be considered acceptable if the work is performed in accordance with high standards of scientific and professional skill; provided, however, that all other requirements are met including delivery of reports and other materials as may be required under the contract.

C.3 Meetings and Travel

All travel requires prior verbal approval of the NRC project officer.

Section D - Packaging and Marking

D.1 Packaging and Marking

The Contractor shall use standard commercial packaging for all items to be delivered. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

Section E - Inspection and Acceptance

E.1 FAR Citations

The contractor shall refer to Section I, Clause No. 52.252-2 for citations incorporated by reference.

E.2 Place of Inspection and Acceptance

- A. Inspection and acceptance of the deliverable items to be furnished hereunder shall be made at the destination.

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

The reports listed below are to be prepared in accordance with NRC Manual Chapter 3202 (Attachment 3).

Reporting Requirements

Publication Material

All publication material will be submitted to the Project Officer at least four weeks prior to the contract termination date to allow for review and comment. One copy of the material will also be submitted to the NRC Contracting Officer. NRC comments will be provided within two weeks after receipt of the proposed publication material.

Monthly Business Letter Report

A monthly business letter report will be submitted by the 20th of the month to the RES PO with copies provided to the Contracting Officer. These reports will identify the title of the project, the FIN, the Principal Investigator, the period of performance, and the reporting period, and will contain the following sections as follows:

Project Status Section

1. A listing of the efforts completed during the period; milestones reached, or if missed, an explanation provided.
2. Any problem or delays encountered or anticipated and recommendations for resolution.¹
3. A summary of progress to date (this may be expressed in terms of percentage completion for the project).
4. Plans for the next reporting period.

Financial Status Section

1. Provide the total cost (value) of the project as reflected in the contract, the total amount of funds obligated to date, and the balance of funds required to complete the work by fiscal year as follows:

Total Projected <u>Project Cost</u>	Funds Obligated <u>To Date</u>	Balance of Funds By Fiscal Year FY ____ FY ____
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2. Provide the total amount of funds expended (costed) during the period and total cumulative to date in the following categories:^{*}

^{*}The contractor may substitute other accounting categories more suitable to its accounting system.

	<u>Period</u>	<u>Cumulative</u>
a. Direct Labor		

¹If the recommended resolution involves a contract modification, i.e., change in work requirements, level of effort (costs), or period of performance, a separate letter should be prepared and submitted to the Contracting Officer with a copy provided to the RES PO.

- b. Indirect Labor
- c. ADP Support
- d. Travel
- e. Subcontracts
- f. Equipment and Materials
- g. Overhead
- h. Other (specify) _____

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F.2 Place of Delivery

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

U.S. Nuclear Regulatory Commission
Attn: W. C. Floyd
Office of Nuclear Regulatory Research
Division of Risk Analysis & Operations
Mail Stop: 1130-SS
Washington, D.C. 20555

F.3 Duration of Contract Period

This contract shall become effective on either the date of award or the effective date as otherwise specified, and shall continue to completion thereof, 12 months after said contract is effective.

F.4 FAR Citations

The contractor shall refer to Section I, Clause 52.252-2 for citations incorporated by reference.

Section G - Contract Administration Data

G.1 Consideration

Estimated Cost and Obligation

1. The presently estimated cost of the work under this contract is \$120,000.00.
2. The amount presently obligated by the Government with respect to this contract is \$120,000.00.

G.2 Fringe Benefits Rates and Predetermined Indirect Cost Rates

- A. The contractor shall be reimbursed for allowable fringe benefits costs hereunder at the fixed rates based on the contractor's fiscal year as follows:

²Percentage of available funds.

FY 85 - Category I: [REDACTED] Category II: [REDACTED]
FY 86 - Category I: [REDACTED] Category II: [REDACTED]

- B. The contractor shall be reimbursed for allowable indirect costs hereunder at the fixed rates based on the contractor's fiscal year as follows:

FY 85 - [REDACTED] FY 86 - [REDACTED]

The contractor's fiscal year begins on July 1 and ends on June 30.

G.4 Technical Direction

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section G.5 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."

G.5 Project Officer

- A. The individual(s) listed in "B" below is (are) 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.

B. Name and Mail Code: William C. Floyd 1130-SS
Office Address: Emergency Preparedness Analyst
Regulatory Analysis and Materials
Risk Branch
Division of Risk Analysis and Operations
Office of Nuclear Regulatory Research

Telephone Number: (301) 443-7999

G.6 Travel Reimbursement

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

1. Per diem shall be reimbursed at a daily rate not to exceed \$50.00. The per diem amount is comprised of lodging expense plus \$23.00 for meals and miscellaneous expense, the total of which shall not exceed the daily rate.
2. When travel is to one of the high-rate geographical areas listed below, actual subsistence costs shall be reimbursed at a daily rate not to exceed the rates indicated.

<u>Area</u>	<u>Daily Rate</u>
Washington, DC	\$75.00

3. The cost of travel by privately owned automobile shall be reimbursed at the rate of .20¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. 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.
6. Receipts are required to be maintained in the contractor's internal records for common carrier transportation, lodging, and miscellaneous items in excess of \$15.00.

G.7 Payment Due Date

(a) Payments under this contract will be due 30 calendar days after the later of:

(1) The date of actual receipt of a proper invoice (original and 4 copies) to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555

or

(2) The date the final deliverable product/service is accepted by the Government if it is the expiration invoice.

(b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.

(c) If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph (b) of this clause will apply to the new delivery of the final product/service.

(d) The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.8 Invoice Requirements

Invoices shall be submitted in an original and 4 copies to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description price and quantity of property and services actually delivered or rendered.

- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating documentation or information as required by the contract.

G.9 Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payment of the expiration invoice under this contract and requires the payment of interest to Contractors on overdue payments of the expiration invoice or improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.
- (c) For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

G.11 Method of Payment

- (a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.
- (b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.
 - 1. Name and address of organization
 - 2. Contact person and telephone number

3. Name and address of financial institution
 4. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
 5. Telegraphic abbreviation of financial institution
 6. Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
 7. Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
 8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
 9. Telegraphic abbreviation of correspondent financial institution
 10. Signature and title of person supplying this information
- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

Section H - Special Contract Requirements

H.1 Key Personnel

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

Warren F. Witzig, Ph.D.

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 or his authorized representative, 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 must contain a complete

resume for the proposed substitute, and other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that 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 that the resultant reduction of productive 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.

H.2 Safety, Health, and Fire Protection

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 said 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.

H.3 Drawings, Designs, and Specifications

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and

use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H.4 Proprietary Data and Confidential Information

RS
2/16
~~In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.~~

H.5 Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) Is not placed on a conflicting role because of current or planned interest (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 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 clause.

(c) 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 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 clause. 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 clause, 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 prescriptions 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.

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (APR 1984)

This contract incorporates the following 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

Section E

52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (Short Form)(APR 1984)

Section F

52.212-13 STOP-WORK ORDER.-- Alternate 1 (APR 1984)

Section I

- 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)
- 52.208-3 CONFLICTS. (APR 1984)
- 52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1984)
- 52.215-2 AUDIT--NEGOTIATION. (APR 1984)
- 52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (APR 1984)
- 52.215-24 SUBCONTRACTOR COST OR PRICING DATA. (APR 1985)
- 52.216-7 ALLOWABLE COST AND PAYMENT. (APR 1984) *
- 52.216-11 COST CONTRACT--NO FEE. (APR 1984)
- 52.216-15 PREDETERMINED INDIRECT COST RATES. (APR 1984)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS. (APR 1984)
- 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (APR 1984)
- 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (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)
- 52.223-2 CLEAN AIR AND WATER. (APR 1984)
- 52.227-1 AUTHORIZATION AND CONSENT. (APR 1984)
- 52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (APR 1984)
- 52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM). (APR 1984)
- 52.228-7 INSURANCE LIABILITY TO THIRD PERSONS. (APR 1984)

*In Paragraph (a), change the FAR subpart to read "31.3"

52.232-20 LIMITATION OF COST. (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (APR 1984)

52.233-1 DISPUTES. (APR 1984)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

52.243-2 CHANGES--COST-REIMBURSEMENT. (APR 1984)--Alternate V. (APR 1984)

52.244-2 SUBCONTRACTS UNDER COST-REIMBURSEMENT AND LETTER CONTRACTS. (APR 1984)

52.246-25 LIMITATION OF LIABILITY--SERVICES. (APR 1984)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (APR 1984)

52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS). (APR 1984)

52.249-14 EXCUSABLE DELAYS. (APR 1984)