

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES A1 A3
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-03-01-033		3. EFFECTIVE DATE 10-01-2001	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. ATTN: T-7-I-2 Contract Management Branch 2 Washington DC 20555		6. ADMINISTERED BY (if other than Item 5)	CODE	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  Guild Communications, Inc. ATTN: Eugene Orr, President 5010 Sunnyside Avenue Suite 201 Beltsville, MD 20705		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT  N/A
CODE		FACILITY CODE
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission ATTN: John Harves Office of Nuclear Reactor Regulation Mail Stop, O-5A4 Washington DC 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer ATTN: GOV/COM Accounting Section Mail Stop, T-9H4 Washington DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(...) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5)		14. ACCOUNTING AND APPROPRIATION DATA B&R# 120-15-101-135F Job Code# J2890 BOC# 252A APPN# 31X0200.120 Amount Obligated: \$75,000.00	
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The NRC hereby accepts Guild Communication, Inc.'s proposal dated, September 17, 2001, as amended by its final offer dated, September 26, 2001, which is made a part of this contract.  Representations and Certifications are incorporated by reference. See Section B for Schedule of Services.				
15G. TOTAL AMOUNT OF CONTRACT					\$278,824.16

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" 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.)		18. <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.	
19A. NAME AND TITLE OF SIGNER (Type or print) <i>Eugene Orr (President)</i>		20A. NAME OF CONTRACTING OFFICER Sharon D. Stewart, Contracting Officer	
19B. NAME OF CONTRACTOR BY <i>Eugene Orr</i> (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY <i>Sharon D. Stewart</i> (Signature of Contracting Officer)	
19C. DATE SIGNED 9/28/01		20C. DATE SIGNED 9/28/01	

TEMPLATE-ADM001

ADM02

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PART I - THE SCHEDULE -

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

**B.1 PROJECT TITLE**

The title of this project is as follows:

NUCLEAR REACTOR REGULATION INTEGRATED PUBLIC OUTREACH PROGRAM

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The Contractor shall provide assistance to the NRC's Office of Nuclear Reactor Regulation in its goal to establish public outreach strategies and implement steps necessary to maintain effective communications with NRC external stakeholders.

**B.3 ITEMS AND PRICES**

BASE PERIOD

CLIN	LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED AMOUNT
001	Program Manager	[REDACTED]	[REDACTED]	\$ 55,917.44
002	Sr. Communications Specialist/Advisor	[REDACTED]	[REDACTED]	\$ 68,195.52
003	Communications Specialist/Writer	[REDACTED]	[REDACTED]	\$ 80,819.20
004	Management Specialist	[REDACTED]	[REDACTED]	\$ 33,152.00
005	Graphic Artists	[REDACTED]	[REDACTED]	\$ 33,152.00
006	Estimated Other ..... Direct Costs (ODC)		NOT-TO-EXCEED	\$ 7,588.00
TOTAL NOT-TO EXCEED AMOUNT BASE PERIOD .....				\$278,824.16

ODC reflected above includes travel expenses, reproduction costs, and long distance telephone charges to regional offices.

OPTION 1

CLIN	LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED AMOUNT
007	Program Manager	[REDACTED]	[REDACTED]	\$ 3,494.84
008	Sr. Communications	[REDACTED]	[REDACTED]	\$ 7,735.14

SECTION B

009	Communications Specialist/Writer	[REDACTED]	[REDACTED]	\$ 5,366.90
010	Management Specialist	[REDACTED]	[REDACTED]	\$ 2,699.52
011	Graphic Artists	[REDACTED]	[REDACTED]	\$ 2,699.52
TOTAL NOT-TO EXCEED AMOUNT OPTION 1 .....				\$ 21,995.92

OPTION 2

CLIN	LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED AMOUNT
012	Program Manager	[REDACTED]	[REDACTED]	\$ 5,114.40
013	Sr. Communications Specialist/Advisor	[REDACTED]	[REDACTED]	\$ 11,208.06
014	Communications Specialist/Writer	[REDACTED]	[REDACTED]	\$ 7,766.22
015	Management Specialist	[REDACTED]	[REDACTED]	\$ 3,836.16
016	Graphic Artists	[REDACTED]	[REDACTED]	\$ 3,836.16
TOTAL NOT-TO EXCEED AMOUNT OPTION 2 .....				\$ 31,761.00

OPTION 3

CLIN	LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED AMOUNT
017	Program Manager	[REDACTED]	[REDACTED]	\$ 10,143.56
018	Sr. Communications Specialist/Advisor	[REDACTED]	[REDACTED]	\$ 22,416.12
019	Communications Specialist/Writer	[REDACTED]	[REDACTED]	\$ 15,532.44
020	Management Specialist	[REDACTED]	[REDACTED]	\$ 7,719.68
021	Graphic Artists	[REDACTED]	[REDACTED]	\$ 7,672.32
022	Estimated Other Direct Costs (ODC)	NOT-TO-EXCEED		\$ 2,732.00
TOTAL NOT-TO EXCEED AMOUNT OPTION 3 .....				\$ 66,216.12

ODC for Option 3 reflects estimated travel expenses.

**B.4 CONSIDERATION AND OBLIGATION/CONTRACT CEILING**

- (a) The total amount to the Government for full performance under this contract shall not exceed \$278,824.16.
- (b) The amount presently obligated with respect to this contract is \$75,000.00. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's own risk.

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 BACKGROUND

As part of the agency's Strategic Plan, the U. S. Nuclear Regulatory Commission (NRC) has established an overall agency communications goal to improve public confidence. To support this goal, individual offices such as the Office of Nuclear Reactor Regulation (NRR) must establish a public outreach strategy and implement the necessary steps to maintain effective communications with our external stakeholders.

### C.2 OBJECTIVE

The purpose of this procurement is to obtain required expertise and assistance to develop an integrated public outreach strategy for the office, provide for the necessary support to develop and maintain effective communication plans, assess public feedback, provide advice to management and staff, and help develop tools for performance assessment and continuous improvement of NRR's external communications.

### C.3 SCOPE OF WORK

The contractor shall:

1. Develop an integrated outreach strategy that will define and implement a program to improve public confidence in NRR programs. The strategy will serve as the overarching framework to ensure that our communication with external stakeholders is effective, efficient, and enhances public confidence. The strategy will include a vision statement, approach, desired outcomes, and measures. Although individual Communications Plans are to be established by the staff for specific programs, there will be a need for this overarching strategy to ensure that communications are aligned with agency and NRR organizational values and plans across all programs.
2. Develop criteria for identifying which programs need Communication Plans, and perform a review of current Communication Plans and NRR programs to determine if additional plans need to be established. The contractor shall review current Communication Plans and offer suggestions for improvement as needed. The contractor shall provide assistance to NRR managers and staff in the development of Communications Plans for specific NRR programs and ensure the proper correlation of individual plans with the overarching outreach strategy.
3. Provide for evaluation and follow-up of feedback provided by the public regarding NRR's communications efforts. Provide the required expertise to follow-up and evaluate how well the Communication Plans and methods are working, and where they are not working, in order to allow for ongoing improvement.
4. Provide communications expertise and selected advice in addressing some of the more complex communication issues facing the office.
5. Propose the training to be taken by NRR staff.

### C.4 CONTRACT TASKS

#### 1. TASK ONE - RESEARCH AND EVALUATION OF THE CURRENT SITUATION

- a. The contractor shall perform an appropriate NRC document review and conduct interviews with selected NRR managers and staff in order to understand agency and office communications goals and specific NRR programs, and to summarize NRR's current public communications environment.

b. The contractor shall first conduct introductory research from documentary sources and through oral discussions with a select group of approximately six NRC employees. NRC will provide document names and possible other resource locations. The names of the NRC employees for oral discussions will be provided by the NRC after contract award. The most important of these individuals will be the agency's communications coordinator in the Office of the Executive Director for Operations (OEDO). In addition to eliciting information about agency and office communications goals and specific NRR programs, the oral discussions shall elicit the names of individuals proposed to be contacted for detailed interviews and appropriate interview questions.

It is important to note that a number of individual program communications plans already exist in various stages, prepared according to formats previously communicated to the offices via OEDO memoranda. The contractor may ultimately propose possible modifications, but shall not contradict existing OEDO direction in any of the ensuing tasks.

c. Following the basic research identified above, the contractor shall prepare a draft list of interview questions for an expanded group of approximately 20 NRR managers and staff. (This is expected to include one visit to each of the four NRC Regional offices. The draft list of questions and proposed interview list shall be provided to NRR for review. NRR will provide comments.

d. The contractor shall incorporate any comments received into the interview questions, provide a copy for approval, and arrange for and conduct the interviews. Not all people may be available. The contractor shall contact the NRC Project Officer immediately if one of the NRC employees is not available during the time frame for conducting interviews. The NRC may propose an alternate. The contractor shall provide a list of names of the interviews actually conducted.

e. The contractor shall compile all information developed and provide a written summary of its research and interview responses and brief selected NRR managers and staff on the results. The written summary shall identify those areas where the contractor has identified improvement opportunities for public outreach, based on its understanding of gaps which exist between the current situation and best practices.

## 2. TASK TWO - NRR INTEGRATED PUBLIC OUTREACH STRATEGY

The contractor shall prepare and provide a written draft of a proposed integrated public outreach strategy which shall:

a. Comport with the agency's strategy; b. Explain the background and need for the communication strategy; c. Clearly define the vision, objectives, outcomes and measures of the communication strategy; d. Detail the approach and broad tasks which will need to be performed to implement the strategy; e. Provide the basis for appropriate, high-level, tie-in of individual plans; f. Propose a process for identification of target audience(s); g. Propose strategies to get messages across with maximum cost effectiveness; h. Propose ways to evaluate the effectiveness of, and provide for modification(s) to, the communication strategy; i. Present possible organizational placement/process/change requirements. j. Provide schedule(s)/timetable for implementation and expected resource requirements. k. Preparation of this draft shall be conducted in full coordination with the agency's communications coordinator in the Office of the Executive Director for Operations and with the NRC Project Officer.

## 3. TASK THREE - NRR PROGRAM COMMUNICATIONS PLANS

a. The contractor shall 1.) develop proposed written Criteria for identifying which NRR programs should have Communication Plans; 2.) perform and document a review of current Communication Plans versus NRR programs and propose if additional plans need to be established, or if current plans should be modified or dropped; and 3.) draft a written document containing the format and detailed instructions for the creation or evaluation of individual program Communications Plans.

b. Based on the findings from Task One and the product developed in Task Two, the contractor shall use its expertise to develop a set of written Criteria to be proposed to NRR for use in identifying which NRR programs should have Communications Plans. Using these Criteria, the contractor shall perform and document a review of current Communication Plans versus NRR programs and propose if additional plans need to be established, or if current plans

should be modified or dropped.

c. The contractor shall further draft a written document containing the format and detailed instructions for the creation or evaluation of individual program Communications Plans, to include such elements as:

1. Program 2. NRR "Owner"/"Gatekeeper" - Person(s)/Division/Branch responsible 3. Purpose/Short statement of desired outcome 4. Background 5. Target Audience 6. Special Audiences 7. Research and evaluation that may be required... sampling...methodology... (Need for prior NRR/NRC approval of any survey vehicles) 8. Current levels of knowledge 9. Attitudes/motivations 10 Information needs 11 Objectives (stated in measurable terms) and Tactics for meeting the Objectives 12 Key Messages 13 Constraints (legal requirements...) 14 State and Local Government Tie-Ins 15 Appropriate Media/Communications Mix 16 Process/Procedural requirements 17 Creative Considerations 18 Geographic Allocation 19. Effectiveness Performance Measures 20. Time Lines/Schedule of Implementation 21. Cost (allocation by market, media, contractor/consultant fees) 22. NRR/NRC Resource (staff) requirements (cost/burden)

d. The format shall contain provisions for evaluation, follow-up, feedback and possible modification based on public responses. Each element shall contain an appropriate description or definition which can be easily understood by an ordinary person not otherwise conversant in communications terminology. In addition, the contractor shall develop and include 1.) a "check list" which can be utilized to ensure that appropriate components of a plan are present or have been consciously omitted, and 2.) evaluation criteria performance indicators which can be used to measure the effectiveness of an individual plan once it has been implemented. Further, the contractor shall include a section identifying any differences between the proposal generated in this task and existing OEDO guidance and why possible changes may be recommended.

#### 4. TASK FOUR - PRESENTATION TO NRR MANAGEMENT

a. The contractor shall prepare and deliver an oral presentation to NRR management on the proposed overall NRR strategic communications plan, the format for individual program communications plans, and the proposed programs for which individual plans are to be generated. This presentation must be designed to last no more than one and one-half hours, including time for questions and answers.

b. The contractor shall provide two printed copies of the draft presentation materials. NRR will provide comments. At least two workdays in advance of the presentation, the contractor shall provide two printed copies and one electronic copy of the presentation materials. NRR will make sufficient copies of the Draft Strategic Communications Plan, the draft list of proposed programs, the Draft Format for NRR Program Communications Plans, and the presentation materials, all to be made available prior to the start of the presentation.

Following the presentation, NRR will provide the contractor with comments on the deliverables from Tasks Two and Three.

#### 5. TASK FIVE - FINAL STRATEGIC PLAN AND FORMAT FOR INDIVIDUAL PLANS

The contractor shall incorporate the comments received from the presentation and finalize one written document containing both the overall strategy and the format for individual plans.

#### 6. TASK SIX - TRAINING PROPOSAL

In full coordination with the NRC Office of Human Resources (HR), the contractor shall research the availability of agency training resources directed toward the communications effort and then propose the NRR staff that should take the courses. HR is the designated training contact for the agency and already has a contract in place for NRC employees to receive communication training. The contractor may propose additional courses, as it sees fit.

## 7. TRAVEL

It is estimated that, for the basic contract, one contractor employee will make one trip to each of the four NRC Regional offices to conduct interviews. The Regional offices are located in King of Prussia, Pennsylvania; Atlanta, Georgia; Lisle, Illinois; and Arlington, Texas. All other interviews and associated activity will be conducted at NRC Headquarters in Rockville, Maryland.

## 8. OTHER REQUIREMENTS

All products shall be in clear, plain English. Printed products shall be delivered in a form ready for immediate reproduction (not bound). Electronic written products shall be in Corel WordPerfect 8.0, following prevailing NRC editorial standards. "Slides" to be used in oral presentation shall be in Microsoft PowerPoint.

### C.5 OPTIONS

#### OPTIONAL TASK 1 - REVIEW OF AN INDIVIDUAL PLAN

Using OEDO directives or the format and elements developed in Task Three, the contractor shall review and provide analysis, comments, advice, and assistance on the preparation of an individual NRR program communication plan.

#### OPTIONAL TASK 2 - DEVELOP AN EFFECTIVENESS EVALUATION PROCESS

Using the performance measures developed in Task Three, the contractor shall develop a process for testing, gauging, calibrating, appraising, or otherwise evaluating the effectiveness of a communications plan.

#### OPTIONAL TASK 3 - EVALUATIONS

Utilizing the process developed in Option 2, the contractor shall provide for evaluation and follow-up of public feedback provided regarding NRR's communications efforts. The contractor shall provide the required expertise to follow-up and perform the evaluation of how well a Communication Plan and methods are working, and where they are not working, in order to allow for ongoing improvement. This may involve attendance at public meetings or discussions with individual members of the public to better understand the communications problems that need to be solved.

**NOTE: NO WORK SHALL BE INITIATED UNDER OPTIONAL TASKS UNLESS THEY ARE EXERCISED BY MODIFICATION TO THIS CONTRACT.**

**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.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-6	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAR 2001

**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.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

**F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)**

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 Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

**F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

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 must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and 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.

**F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)**

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract

number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
  - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
  - (2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".
- (i) Property status:
  - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
  - (2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."
  - (3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.
  - (4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.
- (j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

## **F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)**

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

- (a) Project Officer (2 copies)

John C. Harves  
U.S. Nuclear Regulatory Commission  
NRR/PMAS/PIMB  
Mail Stop, OWFN - 5A4  
Washington, DC 20555

- (b) Contracting Officer (1 copy)

Sharon D. Stewart  
U.S. Nuclear Regulatory Commission  
ADM/DCPM/CMB2  
Mail Stop, TWFN - 7I2  
Washington, DC 20555

## **F.6 DELIVERABLES/SCHEDULE**

### **1. TASK ONE - RESEARCH AND EVALUATION OF THE CURRENT SITUATION**

a. Draft interview questions and proposed list of individuals to be interviewed. b. Final interview questions. c. List of interviews conducted. d. Final summary of research and interview responses and opportunities for improvement. e. Briefing to selected managers and staff.

Upon award, the NRC Project Officer shall provide the contractor with the documents identified in Attachment 1. Within 2 weeks of contract award, the contractor shall have completed the document review. During the first week after contract award, the NRC Project Officer will provide the contractor with the names, telephone numbers, and locations of the select group of approximately six NRC employees with whom the contractor shall conduct oral research. The contractor shall schedule the meetings with these individuals during the second week. Within 4 weeks of contract award, the contractor shall have completed the meetings with the select group of approximately six NRC employees with whom the contractor shall conduct oral research. Within 5 weeks of contract award, the contractor shall provide the NRC Project Officer with draft interview questions and a proposed list of individuals to be interviewed. Within 6 weeks of contract award, the NRC Project Officer will provide comments on the interview questions and an approved list of persons, including telephone numbers and locations, to be interviewed. Within 7 weeks of contract award, the contractor shall provide the NRC Project Officer with the final interview questions and shall have scheduled the meetings with the employees on the approved list of persons to be interviewed. Within 9 weeks of contract award, the contractor shall have conducted the interviews and provided a list of the interviews conducted. Within 11 weeks of contract award, the contractor shall provide to the NRC Project Officer a written summary of the research findings, interview responses, and opportunities for improvement. Within 12 weeks of contract award, the contractor shall present a briefing on the summary to a select group of NRR management and staff, as set up by the NRC Project Officer. Within 13 weeks of contract award, the NRC Project Officer will provide comments back to the contractor on the summary for use in Task Two.

## 2. TASK TWO - NRR INTEGRATED PUBLIC OUTREACH STRATEGY

Draft NRR Public Outreach Strategy.

Within 17 weeks of contract award, the contractor shall provide two written copies and one electronic copy of the Draft NRR Public Outreach Strategy to the NRC Project Officer. Within 18 weeks of contract award, the NRC will provide the contractor with comments on the draft. Within 19 week of contract award, the contractor shall provide the NRC project officer with a revised draft.

## 3. TASK THREE - NRR PROGRAM COMMUNICATIONS PLANS

a. Criteria to be used to identify which programs need Communications Plans; the draft Review of current Communication Plans versus NRR programs, including recommendations; and, a draft Format for Individual NRR Program Communication Plans.

b. Within 20 weeks of contract award, the contractor shall provide the NRC Project Officer with two printed copies and one electronic copy of a combined document containing the draft Criteria to be used to identify which programs need Communications Plans; the draft Review of current Communication Plans versus NRR programs, including recommendations; and, a draft Format for Individual NRR Program Communication Plans. Within 21 weeks of contract award, the NRC Project Officer will provide comments back to the contractor for incorporation into a revised document. Within 22 weeks of contract award, the contractor shall provide the NRC Project Officer with two printed copies and one electronic copy of the revised draft.

## 4. TASK FOUR - PRESENTATION TO NRR MANAGEMENT

a. Draft presentation materials. b. Final presentation materials. c. Presentation.

Within 23 weeks of contract award, the contractor shall provide the NRC Project Officer with two printed copies and one electronic copy of the draft presentation materials. Within 24 weeks of contract award, the NRC Project Officer will provide comments on the presentation materials back to the contractor. Within 25 weeks of contract award, the contractor shall provide the NRC Project Officer with the final presentation materials. Within 26 weeks of contract award, the contractor shall make the presentation. Within 27 weeks of contract award, the NRC Project Officer will provide any additional comments back to the contractor on the deliverables from Task Two and Task Three.

## 5. TASK FIVE - FINAL STRATEGIC PLAN AND FORMAT FOR INDIVIDUAL PLANS

Two printed copies and one electronic copy of the final written product.

Within 29 weeks of contract award, the contractor shall incorporate all additional comments received from the NRC and shall provide the NRC Project Officer with the final NRR Public Outreach Strategic Plan and Format for NRR Individual Program Communications Plans.

## 6. TASK SIX - TRAINING PROPOSAL

a. Two printed copies and one electronic copy of the draft training proposal. b. Two printed copies and one electronic copy of the final training proposal.

Within 29 weeks of contract award, the NRC Project Officer will provide the contractor with the name of the contact for coordination within the NRC Office of Human Resources. Within 32 weeks of contract award, the contractor shall provide a summary of available courses and a proposal of the specific NRR staff, by name, who should attend each course. Within 34 weeks of contract award, the NRC Project Officer will provide the contractor with comments on the draft training proposal. Within 35 weeks of contract award, the contractor shall provide the NRC Project Officer with the final training proposal.

**OPTIONS:****OPTIONAL TASK 1 - REVIEW OF INDIVIDUAL PLANS**

Analysis of individual plans.

Within 2 weeks of exercising the option, the NRC Project Officer will provide the contractor with the individual plan. Within 2 weeks of receiving the plan, the contractor shall provide the NRC Project Officer with a written response providing a detailed analysis of the plan.

**OPTIONAL TASK 2 - DEVELOP AN EFFECTIVENESS EVALUATION PROCESS**

Draft and final process for evaluating the effectiveness of individual communications plans.

With 2 weeks of exercising the option, the NRC Project Officer will provide the contractor with the individual plan. Within 4 weeks, the contractor shall provide the NRC Project Officer with a written draft process for evaluating the effectiveness of individual communications plans. Within 2 weeks, the NRC Project Officer will provide the contractor with comments on the draft. Within 2 weeks, the contractor shall provide the NRC Project Officer with two printed copies and one electronic copy of the final process.

**OPTIONAL TASK 3 - EVALUATIONS**

Evaluation results.

Within 2 weeks of exercising the option, the NRC Project Officer will provide the contractor with the plan to be evaluated. Within 6 weeks of receiving the plan, the contractor shall have conducted the appropriate field research and shall provide the NRC Project Officer with a written response providing a detailed evaluation of the plan.

**F.7 DURATION OF CONTRACT PERIOD (MAR 1987)**

This contract shall commence on October 1, 2001, and will expire on July 31, 2002. The term of this contract may be extended at the option of the Government for an additional three option periods as follows: Option 1 (1-month), Option 2 (3-months) and Option 3 (2-months).

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 2052.215-71 PROJECT OFFICER AUTHORITY**

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: John C. Harves  
Address: U.S. Nuclear Regulatory Commission  
NRR/PMAS/PIMB  
Mail Stop, OWFN - 5A4  
Washington, DC 20555  
Telephone Number: (301) 415-2252

(b) Performance of the work under this contract is 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, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), 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 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 must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the

contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must 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 the project officer'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 paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the 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 is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

## **G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the

estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

### **G.3 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment 3. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

(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 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) 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 before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(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, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(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.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), 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 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), 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) Subject to patent and security provisions of this contract, the contractor shall have 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 48 CFR 2009.570-2, 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 to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

## **H.2 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

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The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(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 the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision 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. 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.

**H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED  
(JUN 1988)**

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

**H.4 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**H.5 GOVERNMENT FURNISHED MATERIALS**

The NRC shall provide the contractor with the documents contained in Attachment 2, return documents containing comments, and draft and final communications plans. No other materials shall be provided.

**H.6 SPECIAL SBA PROVISION**

Although SBA may not be identified in Section A of the Contract, it is still the prime contractor on the contract.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	MAR 2001
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 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2001
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999

52.223-6	DRUG-FREE WORKPLACE	MAR 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.232-7	PAYMENT UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE II (JAN 1986)	MAR 2000
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND TERMINATION (COST REIMBURSEMENT) ALTERNATE IV (SEP 1996)	MAR 2001
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

### **I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 months.

### **I.3 52.219-17 SECTION 8(A) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

#### **I.4 52.232-25 PROMPT PAYMENT (MAR 2001)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C.

4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be

made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with

the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract

financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

#### **I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
1	Billing Instructions
2	List of NRC Documents
3	SF 3881 Payment Information Form - ACH
4	Management Directive 3.8
5	NRC Contractor Organization Conflict of Interest
6	Contractor Spend Plan
7	New Standards for Contractors Who Prepare NUREG-Series Documents