

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NO.

OPA99300

PAGE 1 OF

2. CONTRACT NO. DR-99-0366	3. AWARD/EFFECTIVE DATE 09-30-1999	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NO. OPA99300	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Sharlene McCubbin	b. TELEPHONE NO. (No Collect Calls) 301-415-6565		8. OFFER DUE DATE/LOCAL TIME 09/10/1999 3:30

9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch 1 Washington DC 20555	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS N/A
15. DELIVER TO U.S. Nuclear Regulatory Commission Office of Public Affairs ATTN: Elizabeth Hayden, MS O-2A13 11555 Rockville Pike Rockville MD 20852		CODE	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

17a. CONTRACTOR/OFFEROR Big Shot Productions ATTN: Steve Gibson 4226 Amos Avenue Baltimore, MD 21215	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555	CODE
TELEPHONE NO. 410-358-1100			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

19. ITEM NO	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Continuation Page 2 for Schedule				

25. ACCOUNTING AND APPROPRIATION DATA 31X0200 B&R: 97K15545105 JCN: J70159 BOC: 252A Obligation: \$82,440.00	See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$82,440.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE quote OPA99300 OFFER DATED 9/30/1999. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
[Signature]

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
[Signature]

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
STEVE GIBSON ACCOUNT EXEC.

30c. DATE SIGNED
9/27/99

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Mary H. Mace

31c. DATE SIGNED
9/27/99

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

33. SHIP NUMBER
PARTIAL FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT
 COMPLETE PARTIAL FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECD (YY/MM/DD)

42d. TOTAL CONTAINERS

A/S

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PRICE SCHEDULE

The contractors price schedule is here by accepted as proposed:

Article or Services	Unit	Amount
REPRODUCTION		\$3,820
CREATIVE: WRITER		\$5,760
PRODUCTION AND TRAVEL		\$35,680
AVID EDITING		\$14,340
ONLINE EDITING		\$ 5,620
CLOSED CAPTIONING		\$ 1,200
MOTION CONTROL		\$ 640
COMPUTER GRAPHICS & ANIMATION		\$ 6,680
AUDIO SERVICES		\$ 7,870
INSURANCE FEE		\$ 830
		<hr/>
TOTAL COSTS		\$82,440

ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS

**A.1 STATEMENT OF WORK FOR NRC VIDEO ON SAFE TRANSPORTATION OF
HIGH-
LEVEL RADIOACTIVE WASTE****PROPOSAL REQUIREMENTS**

The U.S. Nuclear Regulatory Commission (NRC) seeks a full service production company to write and produce a 15 to 20-minute video about the transportation of high-level radioactive waste (i.e., spent fuel) in the United States. The video should focus on how the NRC protects public health and safety in the transportation of waste with the overriding concern being to avoid or minimize exposure of the public and workers to radiation. It should cover the agency's requirements for safe shipment as well as clearly and accurately communicate the history and track record of high-level waste shipments.

The video should help assuage public fears about transporting high-level radioactive waste from nuclear power plants to a potential interim storage facility or permanent repository both of which may be built in Nevada within three to seven years. The video is intended to be an effective visual communication tool in informing the public about our process and procedures for assuring safe transport of waste and in dispelling the notion of "mobile Chernobyls." By clearly communicating this information, we would hope to bolster public confidence in the NRC as a regulator and protector of public health and safety with regard to transportation of high-level waste.

The video should be documentary in nature yet contemporary and effective in dealing with an emotional issue in a responsible, straight-forward way. It should not be promotional with regard to nuclear energy. It will require taking some fairly complex, technical information and conveying it clearly in plain English so the average layperson can understand it.

Spent fuel shipments are regulated by both the NRC and the Department of Transportation (DOT). The NRC sets safety standards for spent fuel casks which must be designed to withstand a series of impact, puncture, and fire environments. Standards are set to limit any radiation leaks from the cask that could result from a truck or railroad accident. The NRC must approve a cask design before it can be used to transport spent fuel. The DOT regulates vehicles and drivers.

AUDIENCE

The video will be used by NRC at both headquarters and its regions

with primary distribution being made through the Office of Public Affairs and its contractor. Audiences would typically include community organizations, consumer groups, and other non-technical individuals interested in learning about the transport of high-level radioactive waste. The video will also be made available to public television stations upon request. The agency may also show the video at public meetings on transportation of radioactive waste and may put it (or portions of it) on NRC's Webpage. The video should target about the ninth grade level of education without, however turning off a more sophisticated audience.

PERIOD OF PERFORMANCE

The project is to be completed in twelve months from the date the contract is awarded. This includes completion of all concept development, storyboards, scriptwriting, shooting and production of the final video.

SCOPE OF WORK

The Contractor shall research transportation of high-level radioactive waste in the U.S., develop the treatment, write the script, produce, direct, and videotape any needed footage and perform all editing to complete a 15 to 20 minute educational video. The video is to be shot and mastered on Betacam SP videotape. The NRC will be responsible for duplicating and distributing the video.

RESOURCES/MATERIALS PROVIDED BY THE CONTRACTOR

The Contractor shall identify appropriate, professional narrators and music to be approved by the Project Officer. Upon receiving the NRC's approval, the Contractor shall obtain the narrator, provide music or other sound effects needed, and develop artwork and graphics for incorporation into the video. With NRC's approval, stock footage may be used from the NRC, the Nuclear Energy Institute, Department of Energy, nuclear power plant utilities or other available sources ferreted out by the Contractor. The Contractor shall obtain any releases, copyrights, waivers and other legal documents required.

RESOURCES/MATERIALS PROVIDED BY THE NRC

The NRC will provide technical staff resources for background information and possible interviewees and will determine sites for shooting the video. The Project Officer will provide available background materials from NRC such as booklets, fact sheets, annual reports, videos, and slides for the Contractor's research and development of the proposed storyline. Any video shooting arrangements needed at public meetings, nuclear facilities, and the NRC will be set up through the Project Officer.

DELIVERABLES

The Contractor shall deliver the completed video twelve months from the date of contract award. The following items making up the final product shall be delivered to the Project Officer in accordance with

the agreed upon schedule (estimated below).

1. A detailed work plan or schedule for completing the project, treatment, and the storyboard outline. (Award + 4 months)
2. Draft script. (Award + 7 months)
3. First cut, unedited master videotape (Award + 10 months)
4. One edited, high-quality Betacam SP production master videotape. All raw footage, music scores, graphics, special effects, and the edit decision list in the form of a hard copy and diskette of the final program shall be provided, also. (Award + 12 months)

All raw footage shall become the property of the NRC and shall be furnished to NRC upon completion of the project.

REVIEWS AND APPROVALS

All deliverables will be reviewed by the Project Officer and approved by the Director of OPA. Development of the script will be an iterative process between the Project Officer and the Contractor to try to avoid having to make major changes at the end of the project. The Contractor shall make immediate changes when requested by the NRC Project Officer at no extra cost to the Government. This same process will be used for any editing of the video. The storyboard outline will be reviewed by the Chairman before OPA gives approval for the Contractor to proceed. Changes will be made as requested.

INSPECTION AND ACCEPTANCE

NRC's inspection and acceptance of final deliverables will be based on broadcast quality of the videotape's image and sound. The NRC will reject any deliverable which is not in conformance with broadcast quality standards as recognized by the broadcasting industry. Should the final video tape be unacceptable to the NRC, the Contractor shall bring the rejected product up to broadcast quality standards within the contract period of performance at no extra cost to the Government.

SCHEDULE OF PAYMENTS

The Contractor shall be paid in four installments which correspond with NRC's acceptance of the deliverables listed above. Each installment shall consist of 25% of the total price of the project.

MEETINGS

A meeting will be required with the Contractor team (producer, director, scriptwriter and any other key staff) shortly after contract award to discuss pre-production planning. Additional meetings will be required for each production deliverable with the NRC Project Officer and Director of Public Affairs at NRC Headquarters in Rockville, Maryland. These meetings will be in connection with pre-production planning, script approval, production, and post-production activities.

TRAVEL

Travel will likely be needed to shoot some videotape at one or two public meetings where the transportation of high-level waste will be discussed. We anticipate one meeting will be in Las Vegas, Nevada and another one in the mid-west or on the east coast. If quality stock footage of transportation casks is not available, some shooting will be needed at a nuclear facility using such a cask (in the south) or at a manufacturer of these casks (in New Jersey).

PERSONNEL REQUIRED

The Contractor shall provide sufficient qualified professional production personnel to complete the required videotape on schedule.

Personnel could include, but not necessarily be limited to, producer, director, scriptwriter, videographer, graphics artist, on- and off-line editors, and narrator.

NRC PROJECT OFFICER

Beth Hayden, Deputy Director, Office of Public Affairs;
301-415-8202.

A.2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.225-1	BUY AMERICAN CERTIFICATE	DEC 1989
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL	MAY 1999
52.243-1	CONTRACTOR REGISTRATION CHANGES--FIXED-PRICE	AUG 1987

A.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent;

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), 52.212-5(b) for the appropriate EFT clause.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination,

plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 40118, Fly American; and 41 U.S.c. 423 relating to procurement

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a

solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

A.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

[] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C.

[] (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror waive the preference, it shall so indicate in its offer).

[] (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. 403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I to 52.219-5.

[] (iii) Alternate II to 52.219-5.

[] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).

[] (6) 52.219-9, Small Business Subcontracting Plan (15 637(d) (4)).

[] (7) 52.219-14, Limitations on Subcontracting (15 637(a) (14)).

[] (8) (i) 52.219-23, Notice of Price Evaluation

Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323):

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16) 52.225-3, Buy American Act. Supplies (41 U.S.C. 10).

(17) 52.225-9, Buy American Act. Trade Agreements Act. Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(18). [Reserved]

(19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

(20) 52.225-19, European Union Sanctions for Services (E.O. 12849).

(21)(i) 52.225-21, Buy American Act. North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

(ii) Alternate I of 52.225-21.

(22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

(23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C.

552a).-

[] (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

[] (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of

type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

A.5 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 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

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 at the financial institution that maintains its company's bank contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them the payment is received by the financial institution. Further concerning the addendum is provided at Attachment A. The ACN Coordinator should fill out the "Financial Institution Information" of the form and return it to the Office of the Controller at the address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of 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 has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments 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."

A.6 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.

A.7 2052.215-70 KEY PERSONNEL

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

- Project Manager
- Producer
- Director
- Scriptwriter
- Videographer

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 or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval 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.