

2. CONTRACT NO. (Proc. Inst. Ident.) NRC-23-06-244 3. EFFECTIVE DATE SEP 07 2008 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. EDO-06-244

5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharlene McCubbin Mail Stop T-7-I-2 Washington, DC 20555 CODE 3100  
 6. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555 CODE 3100

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) INFORMATION EXPERTS, INC 11425 ISAAC NEWTON SQ, SUITE F1 RESTON VA 201905035  
 8. DELIVERY  FOB ORIGIN  OTHER (See below)  
 9. DISCOUNT FOR PROMPT PAYMENT N/A  
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555 CODE FACILITY CODE  
 12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (insert contract or order number) Washington DC 20555 CODE 3100

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)  41 U.S.C. 253(c)(5)  
 14. ACCOUNTING AND APPROPRIATION DATA 31x0200 B&R:67M1511384 BOC:252A JCN: N7260 OBLIGATE : \$142,962.00

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	DUNS NO. 076104350 See Section B.1 for price/cost schedule				

15G. TOTAL AMOUNT OF CONTRACT See Attached Table of Contents  
 16. TABLE OF CONTENTS See Attached Table of Contents

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)  
 18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number EDO-06-244, 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) ADAM LEWIN, EUP  
 20A. NAME OF CONTRACTING OFFICER Phyllis Bower  
 19B. NAME OF CONTRACTOR BY [Signature]  
 19C. DATE SIGNED 9/7/06  
 20B. UNITED STATES OF AMERICA BY [Signature]  
 20C. DATE SIGNED 9/7/06

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PRICE/COST SCHEDULE**

ITEM NO.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1	Obtain qualitative information on the public's knowledge and perception of the NRC through targeted focus groups.				\$107,224
2	Recommend improvement to NRC public information, education materials and messages and provide samples of recommended improvements.				\$35,738
3	Travel Expenses are included in items 1 and 2 above. Travel expenses to be reimbursed at actual cost (NTE \$15,000) without approval of the contracting officer				
	<b>TOTAL COSTS</b>				<b>\$142,962</b>

**B.2 PROJECT TITLE**

The title of this project is as follows:

**FOCUS GROUPS FOR TARGETED EXTERNAL AUDIENCES**

**B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The primary purpose of this work is to identify how the NRC may enhance confidence in the regulatory process.

**B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)**

The firm fixed price of this contract is \$142,962.00.

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

**[For this Contract, there are NO clauses in this Section]**

**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
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

**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)	
52.242-15	STOP-WORK ORDER	AUG 1989
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 DELIVERY SCHEDULE**

ITEM NUMBER	DELIVERABLE	DELIVERABLE DATE
1	Meeting with NRC Staff to select geographical sites and targeting focus groups participants.	One week of contract award
2	Provide a project plan with milestones defining interim deadlines, and a plan of action showing completion of project in accordance with Section A.3.1, bullet 7 of the Statement of Work	One week from meeting with NRC staff on sites
3	Report on recommend improvements and samples of recommended improvements in accordance with Section A.3.1, item 2 and 3 of the Statement of Work.	At the completion of last the last focus group (date to be determined)

- 4 Monthly financial report in accordance with Section A.6.1 of the Statement of Work. 10 days after completion of the month end.
  
- 5 Monthly report showing scheduled focus group sessions and summarizing task completed the previous month in accordance with Section A.6.1 of the Statement of Work. 10 days after completion of the month end.

**F.4 DURATION OF CONTRACT PERIOD (MAR 1987)**

This contract shall commence on September 8, 2006 and will expire September 7, 2007.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)**

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

Name: Mindy Landau

Address: U. S. Nuclear Regulatory Commission  
OWFN: O-16-E15  
Washington, DC 20555

Telephone Number: 301-415-8703

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

\*To be incorporated into any resultant contract

**G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)**

(a) Total expenditure for travel may not exceed \$15,000.00 without the prior approval of the contracting officer.

(b) 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 prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which 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 FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(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.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

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

**H.2 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.3 Annual and Final Contractor Performance Evaluations**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

**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	JUL 2004
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	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
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	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED	DEC 2001

	VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2006
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## I.2 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (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 paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur 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 is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice 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 paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (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), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

- (ii) Invoice date and invoice number. (The Contractor should 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, discount for prompt payment 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 notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (ix) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, 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, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment, 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 Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs 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. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty 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 prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are 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. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor 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) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor 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 is due; and

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) 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 payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(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.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

### **I.3 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	DATE	NO. PAGES
ATTACHMENT A	Statement of Work		
ATTACHMENT B	Fixed Price Billing Instructions		
ATTACHMENT C	Survey to be provided by NRC after award of contract		

**STATEMENT OF WORK  
FOCUS GROUPS FOR TARGETED EXTERNAL AUDIENCES**

**A.1 Background**

- A.1.1** The Nuclear Regulatory Commission's (NRC's) mission is to license and regulate the Nation's civilian use of byproduct, source, and special nuclear materials to ensure protection of public health and safety, promote the common defense and security, and protect the environment from the effects of radiation. The NRC views nuclear regulation as the public's business and, as such, maintaining the public's confidence (or ensuring openness in the regulatory process) has been an important part of the Agency's strategic planning.

Over the next several years, the public's interest in the safety and security of nuclear facilities and transportation of nuclear waste is expected to increase because of emerging issues. In particular, these issues include submittal of applications for new reactor facilities, the anticipated license application from the Department of Energy for a high-level radioactive waste repository at Yucca Mountain, the potential increase in the number of spent nuclear fuel shipments, the increase in the number of applications to extend the operating life of reactors and to extend generating capacity, and applications for a variety of fuel cycle facilities.

As a result of the terrorist attacks on September 11, 2001, both security and emergency planning issues have become increasingly important to both the public and government officials. NRC strives to increase awareness of the NRC's independent role in protecting public health and safety, by providing accurate and timely information to the public about the uses of and risks associated with radioactive materials. In addition, the potential increase in applications of new nuclear plants will pose more communication and outreach challenges for the agency. The NRC needs to find ways to evaluate and measure how the public perceives its messages and statements. The target audience for this effort would be members of the public residing around specific nuclear power plants, such as Indian Point, Vermont Yankee, Davis Besse, etc. Members of activist groups or people who are affiliated with the nuclear industry should be excluded from the target audience. This approach would enable us to better gauge public sentiment that is not overly biased either way. This also would be coordinated with the results two years ago of the survey on "openness."

## A.2 Objective

**A.2.1 To obtain a six-month contract to conduct 8 focus groups (at 4 locations with 2 sessions at each location) for targeted external audiences as a pilot program.** The focus groups' primary purpose is to help identify how the NRC may enhance confidence in the regulatory process. The focus groups will enable the NRC to assess how much the public knows about the NRC, and determine their perceptions about nuclear security and safety issues, and issues surrounding new reactor licensing. The focus groups should help the Agency determine whether its information is clear, whether the amount of information is appropriate, whether the Agency is being perceived as open, and if the participants feel they can participate in the regulatory process. Areas surrounding certain facilities that have been involved in nuclear security and safety controversies would be targeted for the focus groups, for example, Indian Point, Calvert Cliffs, and Diablo Canyon. Specific facilities would be provided to the contractor by the NRC.

**A.2.2 Further Objectives** include:

- Obtaining direct input from targeted external audiences to enhance NRC's communication strategies

## A.3 Scope of Work

**A.3.1** This particular project has three tasks:

1. Obtain qualitative information on the public's knowledge and perception of the NRC through targeted focus groups
2. Recommend improvements to NRC public information and education materials and messages based on information gathered
3. Provide samples of recommended improvements

The contractor shall be responsible for:

- Consulting and working with the NRC staff
- Consulting with NRC staff in selecting geographical sites and targeting focus group participants.
- Recruiting participants
  - ▶ Developing a screening questionnaire for recruiting participants
  - ▶ Assuring appropriate mix of demographics in consultation with NRC staff
  - ▶ Sending out confirmation letters/emails with detailed instructions on focus group time, location and any other material deemed relevant
  - ▶ Reminding participants of focus group the day prior
- Arranging for and renting facilities for meetings and traveling to focus group sites.
- Developing informed consent forms and other necessary forms consistent with current research ethic standards

- Supplying a facilitator who is experienced in conducting focus group meetings. Consult with project manager in selecting facilitator.
- Providing a project plan with milestones within one week of contract award that clearly defines interim deadlines, contractor and NRC responsibilities, and demonstrate how the project will be completed within six months.
- Developing the focus group questions in consultation with the NRC.

After focus group meetings:

- Facilitating a Findings and Analysis meeting with NRC.
- Providing interim reports for NRC review and input after the last focus group meeting before final report is submitted
- Providing a final report including PowerPoint presentation. The final report will include description of the focus groups, implications and recommendations for action.
- Creating samples of ways in which the recommendations can be implemented.

**A.3.2** Focus groups shall be held in person and consist of no more than 10-12 individuals who live within the 10-mile Emergency Planning Zone of the targeted facilities, and will be purposefully diverse (e.g. by age, race, ethnicity, educational background, socioeconomic status) Telephone focus groups shall also be held for a larger body of citizens or activists who live beyond the 10-mile Emergency Planning Zone of targeted facilities.

#### **A.4 Personnel Qualifications**

**A.4.1** The contractor shall provide a qualified, experienced primary facilitator to conduct focus groups in person and by telephone. To assure continuity and consistency of data gathering the same facilitator should conduct all focus groups. The facilitator should have a minimum of 10 years experience in using focus groups for organizational development or social sciences research in Federal or corporate settings. In addition, the facilitator should be trained in small group dynamics, interpersonal communications, and psychology. The facilitator should be skilled at analysis of focus group data.

Specific abilities should include the following:

- Relates well to a wide variety of people and makes them feel at ease
- Communicates clearly and articulates well
- Enthusiastic
- Adapts to circumstances easily
- Is comfortable with technical information and is able to communicate complex ideas
- knowledge of the subject (some knowledge on the subject of nuclear power is desirable)
- knowledge of the public's perception of nuclear power
- familiarity with the roles and responsibilities of the NRC

**A.4.2** The contractor shall provide a program manager who is highly knowledgeable and experienced in planning, conducting and evaluating focus groups, to assist the NRC in selecting geographical sites and the desired demographics of participants to recruit. The contractor shall provide a program manager who will be responsible for ensuring that all steps of the projected are completed on time and in accordance with the contract.

**A.4.3** The **contractor** shall be responsible for:

- Managing and coordinating the delivery of all services and materials described in this SOW by performing activities described in this SOW.
- Providing a program manager (PM), who shall be available for implementing the tasks pertaining to the contract and responding to all NRC requests in a timely manner, answering questions about invoicing, scheduling, availability of facilitators, and any other related contractual matters.
- Ensuring completion and timely delivery of required contractual reports.
- Providing a project plan with dates and deliverables within a week of contract award.
- Holding meetings (an estimated three days for an estimated total of 24 hours, during the period of the contract, with NRC's Primary SME, PM, or other NRC officials, to discuss contractual issues, as deemed necessary by the NRC PM.
- Performing or canceling any work described in this SOW when the project manager so requests either under orally or via written instructions (includes e-mail), telephone or through face-to-face discussions.

**A.4.4 NRC Review and Approval.** The NRC will provide guidance on the requirements for conducting focus groups and will review and approve revisions.

**A.4.5 NRC Project Manager.** The NRC Project Manager will also review and approve the recommendations and perform all required functions.

## **A.5 Travel**

**A.5.1** NRC will pay for contractor travel between his/her office location and focus group locations. Travel costs such as mileage and parking or metro fares within the local contractor's area will not be allowed. Headquarters parking will not be provided by the NRC.

**A.5.2** If the contractor is away from his/her place of residence and requests flight arrangements be made from a location other than his/her place of residence, the NRC will not be obligated to pay the increased costs.

## **A.6 Contractor Deliverables and Delivery Locations**

**A.6.1 Reports.** The following reports are due as noted below:

- **Monthly financial report** of all transactions during the previous month, such as date and location of focus group sessions, dollars committed, and remaining balance on contract.
- **Monthly schedule** showing focus group sessions scheduled.
- **Monthly report summarizing tasks performed** during the previous month (including program management activities, focus groups conducted, a summary of data from participant evaluations, and any other pertinent data, or issues that need to be addressed.

**b. Project Manager Materials, if sent by messenger**

Mindy Landau, Project Manager  
U. S. Nuclear Regulatory Commission  
Office of the Executive Director for Operations  
11555 Rockville Pike  
Rockville, MD 20852

(301) 415-8703

The messenger shall deliver the package(s) to the mail room in O-P1-37. The NRC mail room attendant will take the package(s) and deliver it (them) to the Project Manager and get a delivery receipt.

**c. Project Manager Materials, not sent by messenger**

Mindy Landau, Project Manager  
U. S. Nuclear Regulatory Commission  
Office of the Executive Director for Operations  
Washington, D.C. 20555

(301) 415-8703

## **A.7 Period of Performance**

**A.7.1** The period of performance shall be one year from the date of contract award.

## **A.8 Government-furnished Facilities, Supplies, and Equipment**

**A.8.1** The Government will provide: N/A