

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 2

DR-09-07-663

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 07-13-2007		2. CONTRACT NO. (If any) GS10F0285P		6. SHIP TO:	
3. ORDER NO. DR-09-07-663		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: H. (Eddie) Colón, Jr. Mail Stop T-7-I-2 Washington, DC 20555		4. REQUISITION/REFERENCE NO. CFO-07-663 dtd 4/20/2007		b. STREET ADDRESS Office of the Chief Financial Officer Attn: Ruth Spencer, (301) 415-0569 Mail Stop: T-9-C-4	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	

7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR LEON SNEAD & CO PC		8. TYPE OF ORDER	

b. COMPANY NAME ATTN.: LEON SNEAD, PARTNER		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 416 HUNGERFORD DR STE 400		REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
d. CITY ROCKVILLE		e. STATE MD	f. ZIP CODE 208504127		

9. ACCOUNTING AND APPROPRIATION DATA 77N-15-5H1358 L1965 252A 31X0200 OBLIGATE: \$79,199.48 (FFS Commitment #: CFO-07-334) DUNS #: 869178517		10. REQUISITIONING OFFICE CFO Office of the Chief Financial Officer	
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT N/A	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON/OR BEFORE (Date)		16. DISCOUNT TERMS NET 30	
a. INSPECTION	b. ACCEPTANCE						

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide "Accounting and Financial Services" in accordance with the attached SOW (Enclosure 1) the terms and conditions of GSA Contract No. GS-10F-0285P and this Task Order (Enclosure 2) at the prices stated in the SCHEDULE below. PERIOD OF PERFORMANCE: 07/13/2007 - 01/12/2008					
00001	PARTNER				\$31,166.00	
00002	AUDIT MANAGER				\$21,940.00	
00003	SENIOR AUDITOR				\$33,559.48	
00004	DISCOUNT (11% (rounded) discount will be applied to each invoice)				-\$9,466.00	
00005	TRAVEL (NOT-TO-EXCEED) AMOUNT (Local Travel)				\$1,000.00	
	TOTAL EST. (CEILING) COST.....				\$73,199.48	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		21. MAIL INVOICE TO:		17(h) TOTAL (Cont. pages)	
SEE BILLING INSTRUCTIONS ON REVERSE		a. NAME U.S. Nuclear Regulatory Commission Div. of Contracts, Mail Stop T-7-I-2		b. STREET ADDRESS (or P.O. Box) Attn: (DR-09-07-663)		c. CITY Washington		d. STATE DC	
				e. ZIP CODE 20555		f. AMOUNT \$78,199.48		17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
Heriberto Colón, Jr.
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

ADMOO2

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

JUL 20 2007

OPTIONAL FORM 347 (REV. 4/2006)



Enclosure 1

STATEMENT OF WORK TASK ORDER NO. DR-09-07-663

Title: "Accounting and Financial Services"

1.0 Background

The Nuclear Regulatory Commission (NRC) must comply with the Federal financial accounting standards and reporting requirements of the Chief Financial Officers Act of 1990, the Department of Treasury, and the Office of Management and Budget. The Office of the Chief Financial Officer (OCFO) of the NRC requires contractor support to provide financial management advice and guidance concerning financial issues; conduct cost/benefit and other financial analyses or financial reviews/studies; document financial processes and recommend improvements, which may include identification of best practices or re-engineering of processes; and complete related financial or accounting tasks.

2.0 Objective

The Contractor shall provide qualified personnel and management to meet the requirements listed in the statement of work. The projects will generally require high level Federal financial management and accounting expertise to complete, with short timeframes and often no agency precedent on which to rely.

3.0 Scope of Work

The NRC requires financial management advice and guidance for two particular financial management areas at this time. First, evaluation, analysis, and recommendations for revising Management Directive 4.1, *Accounting Policy and Practices* (MD 4.1). Second, the performance of a statutorily required biennial review of fees for the Material Access Authorization Program (MAAP) under 10 CFR Part 11 and the Information Access Authorization Program (IAAP) under 10 CFR Part 25.

4.0 Specific Tasks

The Contractor shall provide qualified personnel to complete the tasks described below.

4.1 Task 1: Financial Management Advice and Guidance, Accounting Policy Guidance

Requirement: Advise NRC on changes needed to MD 4.1 to update* and improve the document. *The current MD 4.1 is 31 pages long and can be found at:*
<http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-4.html>

* The update shall include both the Management Directive and the associated Handbook (the Accounting Policy and Procedures Manual)

4.1.1 The contractor shall review existing NRC accounting guidance contained in MD 4.1, for compliance with Federal financial and accounting regulations.

4.1.2 The contractor shall meet with NRC stakeholders, as designated by the NRC, to determine other needed changes to the MD. This will entail approximately 8 meetings with NRC staff.

4.1.3 The contractor shall develop a draft revision of MD 4.1 for NRC review.

4.1.4 The contractor shall incorporate NRC review and comments into MD 4.1 for final issuance.

Deliverables:

Within **20** business days of award, the Contractor shall provide NRC with a written analysis of MD 4.1 and the changes needed to bring the directive into compliance with current Federal financial management policy. The Contractor's review will be coordinated with any suggested revisions from NRC on MD 4.1.

Within **60** business days of award, the Contractor shall provide NRC with a written draft revision of MD 4.1 for NRC review which incorporates the comments of stakeholders from the stakeholder meetings.

Within **5** business days of receiving NRC comments on the draft MD 4.1, the Contractor shall provide NRC with a final revision that incorporates the comments.

NRC Furnished Material and Equipment: NRC will furnish the information and access to NRC personnel necessary for the completion of the Accounting Policy Guidance review.

Additional Guidance and/or References: N/A

4.2 Task 2: Financial Management Advice and Guidance, MAAP/IAAP Review

Under the Chief Financial Officers Act of 1990, the agency's Chief Financial Officer is required to perform a biennial review of fees and other charges imposed "for services and things of value" it provides and make recommendations on revising charges to reflect costs incurred by it in providing those services and things of value (31 U.S.C. 902 (a) (8)).

The NRC has an existing methodology for performing the MAAP/IAAP review. The NRC will provide data from our Cost Accounting System for use by the Contractor in performing the review. The last review was performed September 2005 and may be used as a baseline. However, this 2007 review shall be a complete review of all charges.

The contractor shall provide qualified personnel to review recoverable administrative charges for security clearances, which includes the following tasks:

4.2.1 Review applicable legislative and regulatory requirements (i.e., 10 CFR Part 11, Material Access Authorization Program [MAAP], and 10 CFR 25, Information Access Authorization Program [IAAP].) related to the NRC Security Clearance process, including the processing and implementation of fees.

4.2.2 Utilize cost analysis techniques to determine the direct labor, indirect costs, and other costs related to NRC's administrative costs to process security clearances.

4.2.3 Prepare a written report on the results of the review which shall include the following:

- ▶ Summary of legislative and regulatory requirements related to the NRC process of charging fees for security clearances as identified under 10 CFR Part 11, Material Access Authorization Program, and 10 CFR 25, Information Access Authorization Program.
- ▶ Evaluation and conclusion regarding the adequacy of internal controls, policies and procedures related to NRC security clearance fees as identified under 10 CFR Part 11, Material Access Authorization Program, and 10 CFR 25, Information Access Authorization Program.
- ▶ Schedule presenting the total estimated annual costs and the total average unit cost associated with services provided by NRC for security clearances as identified under 10 CFR Part 11, Material Access Authorization Program, and 10 CFR 25, Information Access Authorization Program.
- ▶ Justification and conclusion recommending the fee amount NRC should charge each applicant for performing processes and charging for security clearances as identified under 10 CFR Part 11, Material Access Authorization Program, and 10 CFR 25, Information Access Authorization Program.

Deliverables:

Written report as described in 4.2.3 above. The report is due 90 days from date of contract award.

NRC Furnished Material and Equipment: NRC will provide the information and access to the NRC personnel necessary for the completion of the MAAP/IAAP review.

Additional Guidance and/or References: N/A

5.0 Labor Categories and Key Personnel Qualifications

It is expected that the following two (2) labor categories shall be required: (1) Partner and (2) Senior Accountant. The Contractor's Partner shall be required to review financial compilations and other major work products.

The Contractor shall provide personnel that meet the minimum qualifications stated below:

- a. **Partner**. The Partner shall possess a four-year degree in Accounting and be a Certified Public Accountant. The Partner shall have ten years of experience in Accounting, of which five years should have been gained in Federal Government Accounting and financial management.
- b. **Senior Accountant**. The Senior Accountant shall possess a four-year degree in Accounting and have a minimum of two years of experience in Federal government Accounting and financial management.

6.0 Period of Performance

The period of performance will be six months from the date of award.

7.0 Place of Performance

Work under this order shall be performed primarily at the contractor's site. Meetings will be held at NRC Headquarters as described in section 4.0 above.

9.0 Meetings and Travel

The contractor shall attend approximately 1-2 weekly meetings at NRC's Two White Flint North Building located at 11545 Rockville Pike, Rockville, Maryland. The date and time of each meeting will be coordinated between the contractor and the NRC Project Officer or Technical Monitor.

The Contractor will be reimbursed for local travel when commuting from the contractor's facility to NRC headquarters in Rockville, MD to attend weekly meetings, unless the contractor does not charge for local travel and/or it is included in their loaded GSA hourly labor rates as part of overhead.

Only local travel is anticipated for this effort. Travel will be paid in accordance with Federal Travel Regulations.

Enclosure 2

ADDITIONAL TERMS AND CONDITIONS

A.1 CONSIDERATION AND OBLIGATION

(a) The total estimated amount of this order (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$78,199.48**.

(b) The amount presently obligated with respect to this contract is **\$78,199.48**. 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 sole risk.

A.2 PROJECT OFFICER AUTHORITY (November 2006)

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

Name: **Ruth Spencer**

Address: **U.S. Nuclear Regulatory Commission
CFO/DFM
Mail Stop: T-9-C-4
Washington, DC 20555**

Telephone Number: **(301) 415-0569**

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

A.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

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.

A.4 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(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 forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees 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, 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 therefore (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.

A.5 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.