

2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE 9-30-89	4. REQUISITION/PURCHASE REQ. NO. IRM-88-250 9-26-89	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts and Property Management Contract Administration Branch, P-902 Washington, D.C. 20555		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GTE Spacenet Corporation 1700 Old Meadow Road McLean, Virginia 22102	(W)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-39-88-250
		10B. DATED (SEE ITEM 13) 5-31-88

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
31X0200.010 010-20-07-250 D1919-0 Obligate \$68,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 6.302-1 and 6.302-2; mutual agreement of the parties.
	D. OTHER (Specify type of modification and authority)

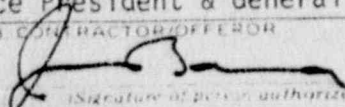
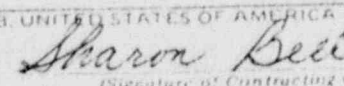
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MODIFICATION 4 FOLLOWS ON PAGE 2

8911290290 891116  
PDR CONTR  
NRC-39-88-250 PNU

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Joseph Barna Vice President & General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharon Bell, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED 11/16/89	16C. DATE SIGNED 10/31/89

This modification is issued to:

- o Extend the period of performance of the contract from September 30, 1989 to July 31, 1990. The unit prices contained in contract Section B.3, Schedule/Prices, remain unchanged during this period as offered in GTE Spacenet Corporation's proposal dated October 23, 1989 and hereby accepted by the Government. The statement of work for this period remains the same as under the basic contract.
- o Increase the total estimated amount of the contract by \$68,000.00, from \$208,111.00 to \$276,111.00.
- o Increase the total amount obligated by the Government under the contract by \$68,000.00, from \$208,111.00 to \$276,111.00.
- o Revise Contract Section I - Contract Clauses, to add clause 52.223-6, Drug-Free Workplace, in accordance with Public Law 100-690, Drug-Free Workplace Act of 1988.

This modification confirms verbal authorization for this change provided to GTE Spacenet Corporation on September 28, 1989. GTE Spacenet Corporation's proposal dated October 23, 1989 is incorporated into the contract by this reference.

Accordingly, the contract is modified as follows:

1. Section B, Supplies or Services and Prices/Costs, Subsection B.2, Consideration and Obligation, is revised to read as follows:

"B.2 CONSIDERATION AND OBLIGATION

- a. It is estimated that the total cost to the Government for full performance under this contract will be \$276,111.00.
- b. The amount presently obligated with respect to this contract is \$276,111.00. This obligation amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligation 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 obligation 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 obligation amount specified above is done so at the contractor's sole risk.

(End of Clause)"

2. Section F, Deliveries or Performance, Subsection F.2, Duration of Contract Period, is revised to read as follows:

"F.2 DURATION OF CONTRACT PERIOD

The period of performance of this contract shall begin on May 31, 1988 and end on July 31, 1990."

3. Part II - Contract Clauses, Section I, Contract Clauses, is revised to add the following clause:

Clause 52.223-6 contained on following page

52.223-6 Drug-Free Workplace.

As prescribed in 23.505(c), insert the following clause:  
DRUG-FREE WORKPLACE (MAR 1989)

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about—

- (i) The dangers of drug abuse in the workplace;
- (ii) The contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose

the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN UNCHANGED.