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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE NRC-38-92-285		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. Two (2)		3. EFFECTIVE DATE FEB 09 1993	4. REQUISITION/PURCHASE REQ. NO. RFPA PER-92-285 dtd 1/12/93
5. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than Item 6)	

6. ISSUED BY
U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Management Concepts, Inc.
1964 Gallows Road
Vienna, VA 22182

Principal Investigator/Technical
Contact: Mr. Thomas Dungan, Jr., Brian Kaye
Telephone No. (703) 790-9595

9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-38-92-285	10B. DATED (SEE ITEM 13) 3/18/92

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)
B&R No. 384-20-616-271 FIN No. T8471 APPN No. 31X0200 Obligate: \$109,120.00

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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(D).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Section B.4

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

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

See following page

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Dfor

15A. NAME AND TITLE OF SIGNER (Type or print) Mary Jo Mattia, Contracting Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED FEB 09 1993	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)

The purpose of this modification is to 1) exercise the option in accordance with Section B.4 of the contract, 2) raise the contract ceiling by \$203,058.00 from \$166,170.00 to \$369,228.00, 3) provide incremental funding in the amount of \$109,120.00 from \$82,950.00 to \$192,070.00 and 4) provide for administrative changes. Accordingly, the following changes are hereby made:

1. In accordance with Section B.4 of the Contract entitled, "SUPPLIES SERVICES AND PRICE/COST: OPTION", the Government hereby exercises the Option for Item No. 1, "Acquisition for IRM/DCPM", 13-day course, Estimated Quantity: 18 EA, Unit Price: \$11,281, Total Estimated Amount: \$203,058.00. Hereafter, the above referenced Item No. 1 under Section B.4 shall be known as Item No. 4 under Section B.4.

2. Under subsection B.5 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988), paragraphs a. and b. are deleted in their entirety and replaced with the following:

"a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$369,228.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The amount presently obligated with respect to this contract is \$192,070.00. The Contracting Officer may issue orders for work up to amount presently obligated. 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."

3. Section I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE is modified by adding the following clause, attached hereto and forming a part of this modification:

"I.5 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-18) (MAY 1992)."

A summary of obligations for this contract, from award date through the date of this action is given below:

Total FY 92 obligation amount: \$ 82,950.00
Total FY 93 obligation amount: \$109,120.00
Cumulative Total of NRC obligations \$192,070.00

This modification obligates FY 93 funds in the amount of \$109,120.00

All other terms and conditions of the contract remain unchanged.

52.222-18 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES
OR FEES (May 1992)

(a) During the term of this contract, the Contractor agrees to post a notice, of such size and in such form as the Secretary of Labor may prescribe, in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the last sentence shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)):

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact either a Regional Office of the National Labor Relations Board, or the National Labor Relations Board, Division of Information, 1717 Pennsylvania Avenue, NW, Washington, DC 20570.

(b) The Contractor will comply with all provisions of Executive Order 12800 of April 13, 1992, and related rules, regulations, and orders of the Secretary of Labor.

(c) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) of this clause, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 12800 of April 13, 1992. Such other sanctions or remedies may be imposed as are provided in Executive Order 12800 of April 13, 1992, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

(d) The Contractor will include the provisions of paragraphs (a) through (c) in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 12800 of April 13, 1992, so that such provisions will be binding

upon each subcontractor or vendor. The Contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance; provided, however, that if the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)