

AWARD/CONTRACT

Pl. 24

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO. NRC-03-94-034 / 0353-94-1-00081	3. EFFECTIVE DATE NOV 29 1993	4. REQUISITION/PROJECT NO. NRR-94-034
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5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Div. Of Contracts & Property Mgmt. Contract Neg. Br. 2 ; P-1042 Washington, DC 20555	6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Admin Br. No.1;P-902 Washington, DC 20555
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7. NAME AND ADDRESS OF CONTRACTOR Prime:Small Business Administration Sub: Kevric Company, Inc. 8401 Colesville Road, Suite 600 Silver Spring, MD 20910 Principal Investigator/Technical Contact: Oscar Kramer Telephone No: 301-588-6000	8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT N/A	

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6

11. SHIP TO/MARK FOR CODE U.S. Nuclear Regulatory Commission Office of Nuclear Reactor Reg. Attn: Karen Pulsipher; MS 12 H 26 Washington, D.C. 20555	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304(c) 41 U.S.C. 253(c) [5] ~~48 USC 837 (a)~~

14. ACCOUNTING AND APPROPRIATION DATA
 APPN: 31X0200.420 B&R:420-19-15-07-0 JCN: J-2058-4
 BOC: 251A AMOUNT: \$99,912.00

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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The U.S. Nuclear Regulatory Commission hereby accepts Kevric Comany's technical proposal dated September 27, 1993 which is incorporated herein by reference and made part of this contract

15G. TOTAL AMOUNT OF CONTRACT \$99,912.00

EXCEPTION TO STANDARD FORM SF26 (REV.4-85) Prescribed by GSA

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 PDR CONTR
 NRC-03-94-034 PDR

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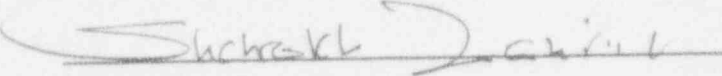
TRIPARTITE AGREEMENT

Signature Page

PRIME CONTRACTOR:

US Small Business Administration

NOV 24 1993

By: 

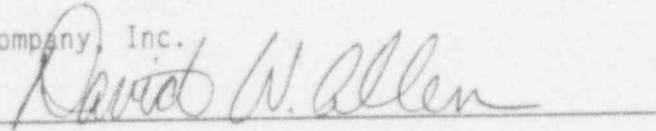
Date: _____

Name: SHARADKUMAR ZAMBHONI

Title: CONTRACTING OFFICER

SUBCONTRACTOR:

Kevric Company, Inc.

By: 

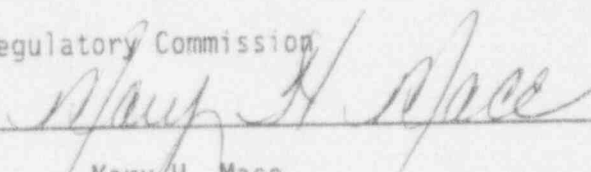
Date: 11/9/93

Name: DAVID W. ALLEN

Title: EXECUTIVE VICE-PRESIDENT

PROCURING OFFICE:

US Nuclear Regulatory Commission

By: 

Date: 11/8/93

Name: Mary H. Mace

Title: Contracting Officer

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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 _____, 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)	20A. NAME OF CONTRACTING OFFICER Mary H. Mace
19B. NAME OF CONTRACTOR by _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by _____ (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED

EXCEPTION TO STANDARD FORM 26 (REV.4-85)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Quality Assurance of Reactor Violation Data in NRC's 766 and
Inspection Follow-Up Systems

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this contract is to obtain technical assistance for the NRC in comparing actual notices of violation issued to reactor licensees with the records in both the 766 system and the IFS.

[End of Clause]

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE
(JUN 1988)

- (a) The total estimated cost to the Government for full performance of this contract is \$99,912.00, of which the sum of \$93,376.00 represents the estimated reimbursable costs, and of which \$6,536 represents the fixed fee.
- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount obligated by the Government with respect to this contract is \$99,912.00.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

Information about inspections of NRC reactor licensees has been recorded in the 766 System from 1975 (when the NRC was established) until September 1991. On October 1, 1991, the 766 System was replaced by the Inspection Followup System (IFS). Inspection information within the 766 System included: (a) the docket number/report number which identified each inspection; (b) the inspection procedures performed (in whole or part) during the inspection; (c) the violations cited from the inspection; (d) the text of each violation; and (e) the date that the inspection report was issued. Inspection information within IFS includes: (a) the docket number/report number which identifies each inspection; (b) the violations contained in the notice of violation associated with the inspection; (c) an abstract of the text of the violation; and (d) the dates of the inspection report and the notice of violation. IFS also records subsequent followup inspection of the licensee's response to each violation, until followup is no longer necessary (i.e., the action is closed). The 766 system did not provide for recording such followups. [A system associated with IFS, the Master Inspection Planning System, records information about the inspection procedures associated with each inspection.] NRC inspects 109 operating power reactors, 7 reactors under construction, and 46 non-power reactors. About 5000 inspection reports are issued annually with 40% of these having Notices of Violation.

C.2 OBJECTIVE

The objective of this contract is to obtain appropriate expertise to assist the NRC in comparing actual notices of violation issued to reactor licensees with the records in both the 766 System and the IFS. This comparison will be done by fiscal year, for the five year period October 1, 1988 through September 30, 1993. The corrected data will be used for inspection program oversight, aggregation of appropriate statistics for reports to agency management, the Congress, licensees, and the public. Having accurate data is particularly important in tracking agency performance measurements and responding in the most cost-efficient manner to FOIAs. Necessary corrections to records in the 766 System and in the IFS will be made, although this will constitute a minor portion of the work, roughly 5%. Records not in the 766 System or in the IFS will be added (i.e., Notices of Violation issued through September 30, 1991 are in the 766 System while Notices of Violation issued since October 1, 1991 are in the IFS). Duplicate records (i.e., records of Notices of Violation in both the 766 System and the IFS) will usually be eliminated.

C.2 (Continued)

Records through September 30, 1991 will be in the 766 System, and records since October 1, 1991 will be in the IFS.

C.3 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

The personnel assigned to this contract shall have the expertise and experience to compare Notices of Violation to the information in printouts from the 766 and IFS computer systems, to make the data entries necessary to correct erroneous information, if necessary, and to keep records of the corrections made.

It is the responsibility of the contractor to assign technical staff, employees, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet both technical and regulatory objectives of the work specified in this SOW. The NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned to this contract including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful.

C.4 WORK REQUIREMENTS AND SCHEDULE

The following tasks shall be performed serially for each fiscal year from FY 1989 (i.e., 10/1/88 to 9/30/89) to FY 1993, based on the issue date of the Notice of Violation.

Task 1. The NRC will provide the contractor with printouts of all inspection reports and their associated violations as listed in the appropriate NRC computer system--for FY 1989-1991 the system is the 766 System, and for FY 1992-1993 the system is the IFS. The Contractor shall perform data entry to assure that any FY 1989-1991 records in the IFS are also recorded in the 766 system, and the Contractor shall perform data entry to assure that any FY 1992-1993 records in the 766 system are also recorded in the IFS.

Task 2. The Contractor shall obtain from NUDOCS, each inspection report that is found on the printouts obtained in task 1. The Contractor shall review the cover letter to the inspection report to determine if a Notice of Violation was issued. If no Notice of Violation was issued, the Contractor shall ensure that the printouts obtained in task 1 show that no violations were issued. If a Notice of Violation was issued, the Contractor shall ensure that the listed violations coincide with the data in the printouts [e.g., number of violations, severity of each violation, procedure number associated with each violation, text (in the 766 System) or description (in IFS) for each violation, and date of issuance of the inspection report or Notice of Violation.]

Task 3. The Contractor shall provide a list to the NRC of all

C.4 (Continued)

instances where there are differences with the NUDOCS record and the printouts from the 766 or the IFS system. The Contractor shall provide this list by region performing the inspection.

Task 4. With the approval of the Project Officer, the Contractor shall correct the information recorded in the 766 System and in the IFS.

Task 5. The Contractor shall determine whether there are inspection reports included in NUDOCS that are not recorded in the 766 System or in IFS, regardless of whether there is a Notice of Violation. The Contractor shall provide a list to the NRC of these missing inspection records. The Contractor shall ensure that all FY 1992- 1993 escalated enforcement actions are properly entered into IFS.

Task 6. With the approval of the Project Officer, the Contractor shall enter all the appropriate information about these missing inspection reports and/or Notices of Violation into the appropriate system.

The data entry effort under tasks 1, 4 and 6 is estimated to be less than 5% of the total contract effort. The Contractor shall make periodic reports of progress at the quarterly MIPS/IFS Counterparts Group (which has representatives from four NRC offices and five NRC regional offices).

C.5 MEETINGS AND TRAVEL

Travel requirements for the specified tasks under the "Work Requirements and Schedule" section are as noted below:

Task 1 will involve picking up computer printouts at NRC headquarters.

Tasks 2 and 5 will be accomplished using related microfiche files at NRC headquarters.

Oral reports at quarterly MIPS/IFS counterpart meeting which may include two 1-person, 1-day trips to an NRC regional office (Region I, II, or III).

C.6 GOVERNMENT-FURNISHED INFORMATION

The Government will provide the Contractor with one printout of all inspection reports and their associated violations for each fiscal year.

C.6 (Continued)

[End of Clause]

C.7 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993)

- (a) All domestic travel requires the prior approval of the project officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

[End of Clause]

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.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

[End of Clause]

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.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

F.2 WORK COMPLETION SCHEDULE

<u>Action</u>	<u>Completion Time</u> (by end of)
Complete tasks 1 thru 6 for FY89 data	Ninth week after start of contract
Complete tasks 1 thru 6 for FY90 data	Sixteenth week after start of contract
Complete tasks 1 thru 6 for FY91 data	Twenty-fourth week after start of contract
Complete tasks 1 thru 6 for FY92 data	Thirty-second week after start of contract
Complete tasks 1 thru 6 for FY93 data	Fortieth week after start of contract

F.3 TECHNICAL REPORTING REQUIREMENTS

A technical letter report is required each time task 3 and task 5 is completed. For task 3, the letter report shall consist of a list by region of all instances where there are differences with the NUDOCS record and the printouts from the 766 of the IFS systems. For task 5, the letter report shall consist of a list of inspections reports found in NUDOCS, but not recorded in the 766 system or the IFS system. The transmittal letter and cover page of each report will include the job code number (JCN).

F.4 NRCAR 2052.212-70 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 Section J for List of Attachments).

[End of Clause]

F.5 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, Job Code Number (JCN), Technical Assignment Control number (TCN), project manager and/or principal investigator, performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.
- (c) A summary of progress to date; and
- (d) Plans for the next reporting period.

[End of Clause]

**F.6 NRCAR 2052.212-73 FINANCIAL STATUS REPORT
- ALTERNATE 1 (JAN 1993)**

The Contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, Job Code Number (JCN), Technical Assignment Control (TAC) Number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

F.6 (Continued)

- (a) Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:
- (1) Total Estimated Contract Amount.
 - (2) Total Funds Obligated to Date.
 - (3) Total Costs Incurred this Reporting Period.
 - (4) Total Costs Incurred to Date.
 - (5) Balance of Obligations Remaining.
 - (6) Balance of Funds Required to Complete Contract.
- (b) Detail of all direct and indirect costs incurred during the reporting period for each task.

[End of Clause]

F.7 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- (a) Ms. Karen Pulsipher, Project Officer (one copy)
U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
Mail Stop 12 H 26
Washington, D.C. 20555
- (b) Mr. Elliott Greher, Technical Monitor (one copy)
Office of Nuclear Reactor Regulation
Mail Stop 12 D 23
Washington, D.C. 20555
- (c) Contracting Officer (one copy)

[End of Clause]

F.8 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on the contract effective date and will expire 51 weeks after the effective date.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY
(JAN 1993)

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

Name: Karen Pulsipher

Address: see block 11 of SF 26

Telephone Number: 301-504-1216

- (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, fills in details, or otherwise serves to accomplish the contractual statement of work.
 - (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 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

G.1 (Continued)

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.
 - (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 FAR 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.

G.1 (Continued)

- (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.

[End of Clause]

G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT
- ALTERNATE 1 (JAN 1993)

- (a) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (b) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. 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.
- (c) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

G.2 (Continued)

(End of Clause)

G.3 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993)

- (a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

Fringe Benefits	27.2%
Labor Overhead	40.7%
G&A	18.44%

- (b) The contracting officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the contracting officer in accordance with FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.204-71 SITE ACCESS BADGE
REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Oscar Kramer
W. Scott Delicate
Vicki Hoffman

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

H.2 (Continued)

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.

[End of Clause]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
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 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	DEC 1991
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991
52.216-7	ALLOWABLE COST AND PAYMENT	JUL 1991
52.216-8	FIXED FEE	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991

I.1 (Continued)

NUMBER	TITLE	DATE
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.225-19	EUROPEAN COMMUNITY SANCTION FOR SERVICES	MAY 1993
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	APR 1984
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-20	LIMITATION OF COST	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	DEC 1991
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	JUN 1985
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	APR 1991
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	JUL 1985
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 1986
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.1 (Continued)

NUMBER	TITLE	DATE
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[End of Clause]

I.2 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS
(FEB 1990)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U.S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

[End of Clause]

I.3 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS
(FEB 1990)

I.3 (Continued)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-03-94-034_____ with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The Kevric Company, Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:
- (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-03-94-034_____ for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this contract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission.
 - (4) That it will notify the U.S. Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

[End of Clause]

I.4 52.219-17 SECTION 8(A) AWARD (FEB 1990)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

I.4 (Continued)

- (2) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
 - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
 - (4) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Handbook 3.8
3	Standard Form 1411 with Instructions