

AWARD/CONTRACT

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

2. CONTRACT NO. NRC-11-94-297
 3. EFFECTIVE DATE 11/01/93
 4. REQUISITION/PROJECT NO. ACRS-93-349

5. ISSUED BY Code:
 U.S. Nuclear Regulatory Commission
 Division of Contracts & Property Mgmt.
 Contract Negotiation Branch 2
 Mail Stop 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 Administration Branch 1
 Mail Stop P-902
 Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR
 Prime: Small Business Admin.
 Sub: Innovative Communications
 Engineering, Inc.
 5203 Leesburg Pike, Suite 710
 Falls Church, Virginia 22041
 Principal Investigator/Technical
 Contact: Marshall Ojeda
 Telephone No: 703-931-2060

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: 6

11. SHIP TO/MARK FOR CODE
 U.S. Nuclear Regulatory Commission
 ACRS
 Mail Stop: P-315
 Washington, DC 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

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304(c) 41 U.S.C. 253(c) (5)
 1545C 637(A)

14. ACCOUNTING AND APPROPRIATION DATA

L1406	3-7019-403300	BOC:2542	31X0200	\$15,000.00
L1215	3-7019-302000	BOC:2542	31X0200	\$19,030.88

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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See Schedule

15G. TOTAL AMOUNT OF CONTRACT \$34,030.88

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

Prescribed by GSA
 FAR (48 CFR) 53.214(a)

9402280250 931116
 PDR CONTR
 NRC-11-94-297 PDR

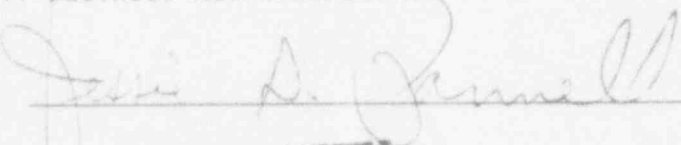
Handwritten signature/initials

TRIPARTITE AGREEMENT

Signature Page

PRIME CONTRACTOR:

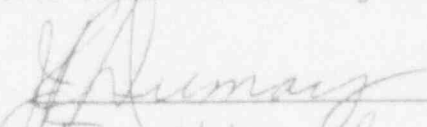
US Small Business Administration

By: 
Name: JESSIE D. PANNELL
Title: CONTRACTING OFFICER

Date: 11-16-93

SUBCONTRACTOR:

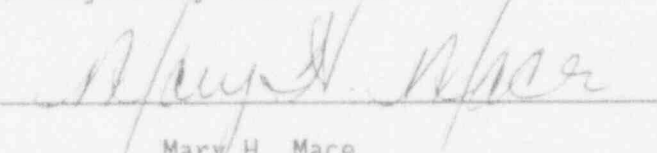
Innovative Communications Engineering, Inc.

By: 
Name: Josephine L. Dumay
Title: President

Date: 10/19/93

PROCURING OFFICE:

US Nuclear Regulatory Commission

By: 
Name: Mary H. Mace
Title: Contracting Officer

Date: 10-18-93

X SEC	16. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
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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 3 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)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"Development of the ACRS/ACNW Administrative Manual"

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall develop and prepare an administrative manual that will provide guidance to ACRS/ACNW employees and members in carrying out administrative responsibilities to ensure consistency and compliance with all applicable standards and procedures adopted by the ACRS/ACNW community and the NRC.

[End of Clause]

B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE
(JUN 1988)

The firm fixed price of this contract is \$34,030.88.

[End of Clause]

B.4 ADVANCE UNDERSTANDINGS

Other provisions of this contract notwithstanding, approval of the following item within the limits set forth is hereby granted without further authorization from the Contracting Officer.

a. Subcontract

A fixed price type subcontract with Mulkerin Associates Inc. for assistance in the "Development of the ACRS/ACNW Administrative Manual" at a fixed price of \$11,468.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The Advisory Committee on Reactor Safeguards (ACRS) is a statutory Committee established to advise the Commission on the safety aspects of proposed and existing nuclear facilities and the adequacy of proposed reactor safety standards, and to perform such other duties as the Commission may request.

The Advisory Committee on Nuclear Waste (ACNW) is a body of expert consultants to advise the U.S. Nuclear Regulatory Commission (NRC) on all aspects of nuclear waste management within the purview of NRC responsibilities.

Approximately 32 full time NRC employees support the 15 members of the two committees. The current administrative manual and material provided to new members and staff is voluminous and out of date.

C.2 CONTRACT OBJECTIVES

The objective of this contract is to develop and prepare an administrative manual that will provide guidance to ACRS/ACNW employees and members in carrying out administrative responsibilities to ensure consistency and compliance with all applicable standards and procedures adopted by the ACRS/ACNW community and the NRC.

C.3 SCOPE OF WORK

The contractor shall furnish all necessary personnel, facilities, materials and services to develop and prepare the ACRS/ACNW Administrative Manual. The manual shall:

- (a) define the organizational responsibilities of the Executive Director, the Assistant Executive Director for Operations, and of the Assistant Executive Director for Nuclear Reactors and Nuclear Waste within the office of the ACRS/ACNW;
- (b) effectively communicate and define administrative policies, procedures, responsibilities, authorities, requirements, guidance and information;
- (c) define existing Interagency Agreements and Memoranda of Understanding between other organizations and the ACRS/ACNW.

C.3 (Continued)

The administrative manual should address the administrative topics and processes pertaining to the ACRS/ACNW staff and members.

The contractor shall assure that the information contained within the manual is in compliance with all Federal laws, regulations and Executive Orders, as well as any applicable standards and procedures adopted by the NRC and the ACRS/ACNW community.

NRC Directives, OMB requirements, Memoranda of Understanding, Interagency Agreements, the Federal Advisory Committee Act, as well as any other applicable laws and regulations, shall be used as developmental sources.

Specific topics to be addressed by the manual include:

- Budget and Accounting
- Personnel Management
- Fellowship Program
- Coop Program
- Obtaining Consulting Services
- Members Management
- Full Committee Meetings
- Subcommittee Meetings
- Conflict of Interest
- Correspondence
- Charters
- ACRS/ACNW FACA Reports
- ACRS/ACNW Annual Reports
- Procurement
- Congressional Relations
- News/Media Relations
- Security
- Automated Data Processing
- Training
- Travel
- Quality Assurance Standards and Procedures
- Administratively Uncontrollable Overtime
- Freedom of Information Requests
- Delegations of Authority
- Correspondence Tracking
- Records Management and Retention Regulations
- Property Management
- Time and Attendance
- Financial matters for members
- Members benefits and responsibilities

This list represents all topics anticipated at this time; however, others may be identified during the course of producing this manual. These topics should each be addressed in separate sections of the manual with detailed explanations of the processes and procedures. The topics related only to members should be in

C.3 (Continued)

separate sections of the manual. The manual should reference and cross reference other regulations, procedures, etc., when appropriate, and contain a table of contents and a glossary of terms.

An appendix should be included that contains samples of completed forms, flow charts, organizational charts, etc. Additionally, the manual should be indexed by subject.

C.4 PROJECT PLAN

The contractor's plan for the development and preparation of the manual shall include, but is not limited to the following steps:

- (a) Review existing NRC policies and procedures. Existing NRC guidance is contained in the NRC Management Directives and various NRC handbooks.
- (b) Review existing ACRS/ACNW internal guidelines, procedures, etc.
- (c) Review the statutory requirements of the FACA and its amendments.
- (d) Interview ACRS/ACNW staff members to develop a thorough understanding of the various administrative functions and the systems and procedures used to carry out these functions. Interview staff from NRC Administrative Offices to gain an understanding of their functions and relationship with the ACRS/ACNW.
- (e) Develop a subject outline for the manual.
- (f) Cross reference current NRC policies and procedures and existing Federal Policies to the subject outline.
- (g) As a result of information gathered from reviewing existing NRC guidance, Federal governing policies and procedures, FACA requirements and staff interviews, additional topic areas may be recommended for inclusion in the Manual.
- (h) Develop outline for the Manual.
- (i) Prepare first draft of the Manual.
- (j) Receive comments on the first draft from ACRS/ACNW staff.
- (k) Prepare second draft of the Manual.
- (l) Receive comments on the second draft from the ACRS/ACNW staff.

C.4 (Continued)

(m) Incorporate comments and prepare final copy of Manual.

C.5 DELIVERABLES

Manual Outlines. A subject outline and a comprehensive outline.

Draft and final administrative manual. The draft manual shall include a draft of the cover design. The final manual shall be in an 8-1/2 x 11 (two-sided pages) and placed in 3-ring binders. The final manual shall have a simple cover design and be formatted similarly to other NRC manuals. Three copies of the draft manual, one copy of the draft cover design, and fifty copies of the final manual with final cover design shall be provided.

The final manual shall be provided on diskettes in Wordperfect 5.1 file format.

The manual shall be delivered in draft form within 14 weeks after notice to proceed. The final manual shall be delivered within 14 working days after the ACRS/ACNW approves the final draft.

The final manual shall be considered delivered upon a formal declaration of acceptance from the ACRS/ACNW.

The NRC will review the outlines within 3 work days of receipt and review drafts of the manual within 5 work days.

C.6 MEETINGS AND TRAVEL

It is anticipated that the contractor shall travel to NRC-ACRS/ACNW offices in Bethesda, Maryland. Identified travel requirements shall be coordinated with the ACRS/ACNW Project 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
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	FEB 1992

[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	AUG 1989

[End of Clause]

F.2 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

(a) Project Officer

Subject Outline	(1 copy)
Comprehensive (Manual) Outline	(1 copy)
1st Draft Manual	(3 copies)
2nd Draft Manual	(3 copies)
Manual Cover Design	(1 copy)
Final Manual with/ Cover Design	(50 copies)

U.S. Nuclear Regulatory Commission
 Advisory Committee on Reactor Safeguards
 Mail Stop: P-315
 Washington, DC 20555

(b) Contracting Officer (1 copy)

[End of Clause]

F.3 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on the effective date and will expire five (5) months thereafter.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY
ALTERNATE 1 (JAN 1993)

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

Name: Michael L. MacWilliams

Address: U.S. Nuclear Regulatory Commission
Advisory Committee on Reactor Safeguards
Mail Stop: P-315
Washington, DC 20555

Telephone Number: 301-492-8143

- (b) The project officer shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
 - (2) Inspect and accept products/services provided under the contract.
 - (3) Review all contract invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

G.2 PAYMENT SCHEDULE

Upon receipt of the following deliverables and the applicable invoice, the Government will pay the amounts and percentages of the total contract amount of \$34,030.80 as stated below.

<u>Deliverable</u>	<u>% of Contract Amount</u>	<u>Payment Amount</u>
Conceptual Subject Outline	5%	\$1,701.54
Comprehensive Outline	15%	5,104.62
First Draft of Manual	30%	10,209.24
Final Draft of Manual	30%	10,209.24
Final Manual	<u>20%</u>	<u>6,806.16</u>
	100%	\$34,030.80

Acceptance by the NRC of the deliverable items to be furnished hereunder shall be required prior to billing for any scheduled payments.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL
CONFLICTS OF INTEREST (JAN 1993)

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 forego 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.

H.1 (Continued)

- (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 209.570-2.
- (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

H.1 (Continued)

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

H.1 (Continued)

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 therefor (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

H.1 (Continued)

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.

[End of Clause]

H.2 NRCAR 2052.210-71 DRAWINGS, DESIGNS, SPECIFICATIONS, AND OTHER DATA (JAN 1993)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, other data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereof, are subject to inspection by the Commission at all reasonable times. Inspection of the proper facilities must be afforded the Commission by the contractor and its subcontractors. These data are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the contractor and its subcontractors and vendors for additional compensation and must, subject to the right of the contractor to retain a copy of the material for its own use, be delivered to the Government, or otherwise disposed of by the contractor as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

[End of Clause]

H.3 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:

Marshall Ojeda - Project Leader

H.3 (Continued)

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 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]

H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JUNE 1988)

- (a) The NRC will provide the contractor with the following items for use under this contract:
 - 1. Sample Administrative Manual
 - 2. Existing Administrative Manual Materials
 - 3. Copy of the FACA
 - 4. NRC Directives, Memoranda of Understanding, and Interagency Agreements

H.4 (Continued)

- (b) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

[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
52.209-5	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
52.219-8	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
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-3	CONVICT LABOR	APR 1984

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	MAR 1986
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-	DRUG-FREE WORKPLACE	JUL 1990
52.225-1	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
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN 1991
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JAN 1991
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	AUG 1989
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE Alternate III (APR 1984)	AUG 1987
52.244-8	COMPETITION IN SUBCONTRACTING	APR 1984
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR 1984
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.1 (Continued)

NUMBER	TITLE	DATE
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I.2	52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)	
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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)	
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- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-11-94-297 with the U.S. Nuclear Regulatory

I.3 (Continued)

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 Innovative Communications Engineering, 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-11-94-297 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 § (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 Contractor Organizational Conflicts of Interest