

AWARD/CONTRACT

Page 1 of 2

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NO. NRC-30-98-231	3. EFFECTIVE DATE 03/02/98	4. REQUISITION/PROJE NO. RGIII-98-231	
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Division of Contracts & Property Contract Management Branch #2 11545 Rockville Pike, M/S T-7-I-2 Rockville, MD 20852		6. ADMINISTERED BY Code: (If other than Item 5)	
7. NAME AND ADDRESS OF CONTRACTOR TDF Corporation 1717 Park Street Suite 301 Naperville, IL 60563 Principal Investigator/Technical Contact: Mr. George Shreves Telephone No: (309)797-1030		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 Region III Office 801 Warrenville Road Lisle, IL 60532-4351		12. PAYMENT WILL BE MADE BY CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c) [] [X] 41 U.S.C. 253(c) [5]			
14. ACCOUNTING AND APPROPRIATION DATA 893-15-14-10-10 J9305 252T 31X0200 OBLIGATE: \$50,050.00			

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 \$50,050.00

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)
FAR (48 CFR) 53.214(a)

Prescribed by GSA

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NRC-30-98-231 PDR

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AWARD/CONTRACT

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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 See Signature Page
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

TRIPARTITE AGREEMENT

Signature Page

SUBCONTRACTOR:

TDF Corporation

By: [Signature]

Date: 2/14/98

Name: GEORGE SHREVE

Title: VICE-PRESIDENT

PRIME CONTRACTOR:

U.S. Small Business Administration

Date: 2/27/98

By: [Signature]

Name: SYLVIA WILKERSON

CONTRACTING OFFICER
U.S. SMALL BUSINESS ADMINISTRATION

Title: _____

U.S. NUCLEAR REGULATORY COMMISSION

By: [Signature]

Date: 2/13/98

Name: Elois J. Wiggins

Title: Contracting Officer

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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:

Switchboard Operator/Receptionist for the Region III Office

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide two part-time switchboard operators/receptionists to provide operator assistance at receptionist desk located in the lobby of the NRC's Region III Office located in Lisle, Illinois. Operator assistance is provided to outside callers to the Region III main number and communications assistance to the NRC staff. The switchboard's hours of operation are from 7:00 a.m. through 4:45 p.m., Monday through Friday, with the exception of Federal holidays and during emergency closings, such as snow, fire, or chemical spills.

[End of Clause]

B.3 SCHEDULE OF ITEMS

The contractor shall provide switchboard/receptionist services in accordance with Section C of the contract at the fixed prices as set forth below:

BASE YEAR (March 2, 1998 through March 1, 1999)

PRICE	QTY	UNIT	UNIT	TOTAL PRICE
Switchboard Operator/ Receptionist	2,500	Hour	\$20.02	\$50,050.00
TOTAL BASE YEAR				\$50,050.00

OPTION YEAR (March 2, 1999 through March 1, 2000)

Switchboard Operator/ Receptionist	2,500	Hour	\$20.02	\$50,050.00
TOTAL OPTION YEAR				\$50,050.00

[End of Clause]

**B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE
(JUN 1988)**

The firm fixed price of this contract is \$50,050.00.

[End of Clause]

B.5 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract for Option Year One is \$50,050.00.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1.1 INTRODUCTION**

The Region III Office of the U. S. Nuclear Regulatory Commission (NRC) is located at 801 Warrenville Road, Lisle, Illinois. The Region III Office has a reception desk in the lobby area of the building, which consists of a console, the main switchboard, and a computer. Switchboard Operator assistance is required for outside callers to Region III's main number (630-829-9500) and communications assistance to the NRC staff. This workstation shall be staffed from 6:55 a.m. through 4:50 p.m., Monday through Friday, except Federal Holidays (as defined in Section J, Attachment No. 4) and during emergency closings, such as snow, fire, chemical spills, etc.

C.1.2 DAILY COVERAGE

The reception desk shall be staffed with qualified part-time personnel during the hours of 6:55 a.m. through 4:50 p.m., Monday through Friday. It is the Government's intent not to pay any overtime premium rates. The first shift (morning) operator shall be required to report for duty five (5) minutes prior to the official opening of the office to allow time to open the switchboard at promptly at 7:00 a.m. The second shift (afternoon) operator shall be required to report for duty fifteen (15) minutes prior to the start of their work schedule (12:00 p.m.) to allow time to receive pre-shift briefings on pertinent operational duties. The NRC will provide coverage during one 15-minute break in the morning and one 15-minute break in the afternoon. At no time shall an operator leave prior to arrival of the replacement operator. The contractor is responsible for assuring that a qualified operator is timely stationed at the facility at the times specified above.

The Contractor shall ensure that there are two operators available to cover the switchboard as specified in this Statement of Work, during the required hours, Monday through Friday, excluding official Federal holidays. The Contractor shall be responsible for providing back-up personnel to cover the switchboard when employees are off or out sick.

C.1.3 NRC BRIEFING

The NRC Project Officer or designee will conduct one (1) training session for approximately 4 hours on the effective date of this contract, if required. This training session will provide guidance on NRC policies and procedures regarding the operation of the switchboard and reception desk. Any replacement personnel during the contract period of performance will be provided with the same training.

C.1.4 SKILL REQUIREMENTS

The switchboard operator/receptionist basic skill requirements shall include, but is not limited to:

1. Experience in the operation of the following:
 - a. Digital PBX
 - b. Teleconferencing bridge
 - c. Standard telephone instruments
 - d. Public address system
2. Ability to use the following reference tools:
 - a. Telephone directories
 - b. NRC organization charts
 - c. Regional and Headquarters personnel telephone listings
3. Ability to speak the English language clearly.
4. Ability to read and comprehend the English language.
5. Ability to type.
6. Familiar with Windows, e-mail systems and word processing in WordPerfect 6.1.
7. Interpersonal and organizational skills.

C.1.5 SCOPE OF WORK

The switchboard operator/receptionist specific duties shall include:

1. Serving as the sole switchboard operator/receptionist for the NRC Region III office. Since the NRC has classified this position as essential, the contractor shall provide continuous coverage during the scheduled duty hours above.
2. Answering all incoming calls within 6 seconds.
3. Responding to all calls and inquiries from individuals and greeting visitors at all levels in a courteous, helpful and tactful manner, under both normal and stressful situations.
4. Transferring calls to the appropriate person(s).
5. Serving as an NRC Information Operator, by supplying numbers, extensions, names, etc., and questioning callers, as necessary, to determine appropriate organization referrals.

C.1.5 (Continued)

6. Complying with the attached "NRC Region III Desk Procedures" when obtaining information needed to accept collect calls. This also includes maintaining a "Collect Call Log" in accordance with the attached Region III Desk Procedures.
7. Electronically opening the reception doors for NRC employees and visitors, unless otherwise directed.
8. Ensuring all visitors properly complete and sign the "Visitor Logbook" (in accordance with the Region III Desk Procedures) located at the reception desk.
9. Issuing the appropriate NRC Visitor/Contractor/Employee Badge (keycard) in accordance with the Region III Desk Procedures.
10. Ensuring that all badges (keycards) are accounted for at the end of each day. This also includes maintaining a "Keycard Logbook" at the receptionist desk.
11. Notifying appropriate NRC Regional staff of visitors arrival.
12. Making announcements and paging individuals over the Public Address System, as directed by the Administrative Management Branch Chief or designee, and in accordance with the Region III Desk Procedures. This also includes the activation of the Incident Response Center.
13. Signing for delivery and pickup of express mail service and United Parcel Post mail packages in accordance with the Region III Desk Procedures. This also includes notifying the Administrative Management Branch of deliveries.
14. Performing general office assistance to include: filing, photocopying, reproduction, mail distribution and light typing of correspondence using WordPerfect 6.1.

C.1.6 SUBSTITUTION OF EMPLOYEES

The NRC reserves the right to reject at any time, without notice, any employee assigned to work who is either unable or unwilling to perform the work within the scope of the contract. The contractor shall provide a substitute within 24 hours of rejection. If the contractor cannot provide a substitute within this time period, the NRC retains the right to cancel the remainder of the contract at no cost to the Government and obtain the required services from another source, in accordance with FAR Clause 52.249-2, Termination for Default Clause, of this contract.

C.1.7 REMOVAL FROM DUTY

The Government may also request the Contractor to immediately remove any employee from the worksite should it be determined that individual assigned to duty has been disqualified for either suitability or security reasons, or who is found to be unfit for performing the duties under the contract. The Contractor must comply with these requests. For clarification, a determination of unfit may be made from, but not limited to, incidents which involve the most immediately identifiable types of misconduct or delinquency as set forth below:

- a. Violations of the Rules and Regulations Government Public Buildings and Grounds, 41 CFR 101-20.3.
- b. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, or conducting personal affairs during official time.
- c. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or material facts by willful omissions from the official records.
- d. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the normal and efficient operations of the Government.
- e. Theft, vandalism, immoral conduct, or any criminal actions.
- f. Selling, consuming or being under the influence of any drugs, or substances which produce similar effects.
- g. Destruction of Government property or equipment.

The Contracting Officer or his/her designated representative will make all recommendations regarding the removal of any employee(s) from the contract.

C.1.8 EMERGENCY EVACUATION

If the NRC staff located at the Region III office is evacuated due to fire, chemical spills, or other emergencies, the switchboard operator/receptionist shall make the appropriate evacuation announcement and secure the reception desk in accordance with the attached Regional Procedure 9906, entitled "Region III Office Occupant Emergency Plan" (see Section J, Attachment No. 4.)

[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
52.242-15	STOP-WORK ORDER	AUG 1989

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)

This contract shall commence on 03/02/98 and will expire on 03/01/99. The term of this contract may be extended at the option of the Government for an additional 1 year.

[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: Gail Christoffer

Address: 801 Warrenville Road
Lisle, IL 60532-4351

Telephone Number: (630) 829-9550

- (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 contractor 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 USE OF AUTOMATED CLEARING HOUSE (ACH)
ELECTRONIC PAYMENT

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment."

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881,

G.2 (Continued)

entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[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 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)**

The Government will not provide any equipment/property under this contract.

[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.

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

NUMBER	TITLE	DATE
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
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
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAR 1997
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996

I.1 (Continued)

NUMBER	TITLE	DATE
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

[End of Clause]

I.3 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

I.3 (Continued)

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.4 52.219-17 SECTION 8(A) AWARD (DEC 1996)

- (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)).
 - (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.

I.4 (Continued)

- (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.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (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.
- (c) The offeror/subcontractor agrees 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 cognizant Contracting Officer of the U.S. Nuclear Regulatory Commission.