

RETH HAYDEN

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 27	
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-06-96-300		3. EFFECTIVE DATE 1/2/96		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. OPA-95-300			
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Two White Flint North - MS T-712 Washington, D.C. 20555		6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Two White Flint North - MS T712 Washington, D.C. 20555					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State, and ZIP Code) PRIME: U.S. Small Business Admin. 1110 Vermont Ave., NW, 9th Fl. Washington, DC 20043-4500 SUB: Miguel's Studios 1803 Post Oak Trail, Reston, VA 22091 Technical POC: Miguel Munoz Telephone: 703-620-0687				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT N/A			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 6	
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Attn: Elizabeth Hayden Office of Public Affairs, MS-0265 Washington, D.C. 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, D.C. 20555					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)(5) <input checked="" type="checkbox"/> 16 USC 637 (a) <input checked="" type="checkbox"/> 41 USC 253(c)(5)		14. ACCOUNTING AND APPROPRIATION DATA 67K15315000 L23276 BOC:252A 31X0200 \$74,292.00 OBLIGATED					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
1	SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT				\$ 74,292.00			
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17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> 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. <input type="checkbox"/> 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 ATTACHED TRIPARTITE AGREEMENT					
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED				
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)					

TRIPARTITE AGREEMENT

Signature Page

PRIME CONTRACTOR:

US Small Business Administration

By: Shahrokh Zahirieh

Date: 12-6-92

Name: Shahrokh Zahirieh

Title: CPCM, CACM, PDCM
Contracting Officer

SUBCONTRACTOR:

Miguel's Studios, Inc.

By: Miguel Miguel

Date: Dec 4 95

Name: MIGUEL MIGUEL

Title: OWNER / PRESIDENT

PROCURING OFFICE:

US Nuclear Regulatory Commission

By: Elois J. Wiggins

Date: 11/24/95

Name: for 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:

U.S. Nuclear Regulatory Commission Video

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide the personnel, facilities, materials, and services to write and produce a 15-minute video about the U.S. Nuclear Regulatory Commission and how it works to protect the public health and safety, and the environment through regulation of the commercial uses of materials in the United States.

[End of Clause]

3 ITEMS AND PRICES

THIS ARTICLE IS PRINTED IN FULL ON THE FOLLOWING PAGE

B.3 ITEMS AND PRICES

SEE SECTION C.1.8 FOR SCHEDULE OF PAYMENTS

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	FIRM FIXED PRICE AMOUNT
1	Pre-Production Workplan or schedule for completing the project, the storyboard outline, and draft of the script.	1	lot	\$18,573.00
2	Scripting Final script and any changes in treatment, storyboard.	1	lot	\$18,573.00
3	Production First cut, unedited master videotape.	1	lot	\$18,573.00
4	Final Video Delivery One edited, high-quality Betacam SP production master videotape. All raw footage, music scores, graphics, special effects, and the edit decision list in the form of a hard copy and diskette of the final program shall also be included	1	lot	\$18,573.00

TOTAL FIRM FIXED PRICE \$74,292.00
[End of Clause]

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

The firm fixed price of this contract is \$74,292.00.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1. Background

The U.S. Nuclear Regulatory Commission's (NRC) overriding regulatory mission is to avoid or minimize exposure of the public and workers to radiation. Regulation of nuclear materials covers nuclear power plants, nuclear medicine used for diagnosis and treatment of cancer, industrial applications (e.g., smoke detectors, thickness and density gauges, tracers, anti-static devices), nuclear waste facilities, and nuclear fuel processing plants in the United States. The NRC also exchanges information with and provides assistance on nuclear safety and regulation to countries with whom we have agreements.

The NRC currently has a video which covers the range of the agency's activities. However, this video is somewhat boring in how it presents the information.

C.1.2. Scope

The Contractor shall provide a full service production company including personnel, facilities, materials, and services to research the NRC's regulatory activities, develop the treatment to describe those regulatory activities, write the script, produce, direct, videotape any needed footage, and perform all editing to complete a 15-minute educational video presentation about the NRC.

C.1.3. Video Requirements

A. Theme

While the overall theme of the video should focus on nuclear safety and why it is important for the public to understand what the NRC does, it should also underscore the agency's dedication to technical excellence and its openness to the public in conducting its business. Openness is accomplished through public workshops and meetings of the Commission and technical staff, public document rooms across the U.S., issuance of press releases, and making NRC information available electronically. The video should be contemporary, upbeat, entertaining and appealing to the public without promoting the use of nuclear energy.

B. Audience

The video will be used at NRC headquarters and its regions through the Office of Public Affairs and distributed to the general

C.1 (Continued)

public. Audiences would typically include high schools, community organizations, consumer groups, and any other non-technical individuals interested in learning about regulation of nuclear activities, including public television stations. The video should target about the 8-9th grade level of education.

C. Program Shooting and Mastering

The program shall be shot and mastered on Betacam SP videotape.

D. Duplication and Distribution

The NRC is responsible for duplicating and distributing the video.

C.1.4. Materials/Resources

A. Materials/Resources Provided by the Contractor

The Contractor shall identify appropriate narrators and stock library music to be approved by the NRC Project Officer. Upon receiving the NRC's approval, the Contractor shall obtain a narrator, provide music, and develop artwork and animated graphics for incorporation into the video. With NRC's approval, stock footage may be used from the NRC, Nuclear Energy Institute, Department of Energy, or other available sources ferreted out by the Contractor. The Contractor shall obtain any releases, copyrights, waivers and other legal documents required (reference also Section H).

B. Materials/Resources Provided by the NRC

(1). The NRC will provide interviewees and determine sites for shooting the video.

(2). The NRC Project Officer will provide available background materials from NRC such as booklets, fact sheets, annual reports, videos, and slides for the Contractor to use in his research for the storyline. The NRC Project Officer may identify a number of additional sources of information outside of NRC (e.g., Nuclear Energy Institute) for the Contractor's research, if needed. Any shooting arrangements needed at nuclear facilities and the NRC will be set up through the NRC Project Officer.

C.1.5. Deliverables

The Contractor shall deliver the completed video six months from the date of contract award. Major items making up the final video product shall be delivered to the NRC Project Officer in accordance with the due dates specified in Section F. Due dates for all subtasks under each major task are specified in the Production and Delivery Schedule which is included in this

C.1. (Continued)

contract as Attachment 3 to Section J. Major tasks and products associated with those tasks are as follows:

1. Pre-Production: A work plan or schedule for completing the project, the storyboard outline, and a draft of the script;
2. Scripting: Final script and any changes in treatment,
3. Production: First cut, unedited master videotape.
4. Final Video Delivery: One edited, high-quality Betacam SP production master videotape. All raw footage, music scores, graphics, special effects, and the edit decision list in the form of a hard copy and diskette of the final program shall also be provided.

All raw footage shall become the property of the NRC and shall be furnished to NRC upon completion of the project.

C.1.6. Reviews and Approvals

All deliverables will be reviewed by Ms. Hayden, the NRC Project Officer, Office of Public Affairs (OPA); Roger Lindsay, or his designee, Audio/Visual Office, Office of Administration; and approved by William Beecher, the Director of the Office of Public Affairs. Development of the script will be an iterative process between the NRC and the Contractor with the objective being to avoid major changes at the end of the project. The Contractor shall make immediate changes before the on-line session, when requested by the NRC Project Officer at no extra cost to the Government.

A detailed storyline and the first cut master video will be reviewed by the Commission before the Office of Public Affairs gives approval to the Contractor to proceed further with development of the video.

C.1.7 Inspection and Acceptance

NRC's inspection and acceptance of final deliverables will be based on broadcast quality of the videotape's image and sound. The NRC will reject any deliverable which is not in conformance with broadcast quality standards as recognized by the broadcasting industry. Should the final video tape be unacceptable to the NRC, the Contractor shall bring the rejected product up to broadcast quality standards within the contract period of performance at no extra cost to the Government.

C.1.8. Schedule of Payments

C.1 (Continued)

The Contractor shall be paid in four installments which correspond with NRC's acceptance of the deliverables listed in C.1.5. Each installment shall consist of 25% of the total price of the project.

C.1.9. Meetings and Travel

A. Meetings

A meeting will be required with the Contractor team (producer, scriptwriter and any others) shortly after contract award to discuss pre-production planning. Additional meetings will be required for each production deliverable with the NRC Project Officer and Director of Public Affairs at NRC Headquarters in Rockville, Maryland. These meetings will be in connection with pre-production planning, script approval, production, and post-production activities.

B. Travel

Travel may be needed to shoot some videotape for adequate coverage of NRC activities at headquarters and in Region I (King of Prussia, PA). If quality stock footage of nuclear facilities is not available, some shooting may be needed at such facilities as the North Anna Nuclear Power Plant in Mineral, Virginia; the Calvert Cliffs plant in Lusby, Maryland; or the Limerick Plant near Limerick, Pennsylvania.

C.1.10. Personnel Required

The Contractor shall provide sufficient professional production personnel to complete the required videotape on schedule. Personnel could include, but not be limited to, producer, director, scriptwriter, videographer, animation artist, on- and off-line editors, and narrator.

[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 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE
(FEB 1992)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1 (Continued)

[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
52.212-15	GOVERNMENT DELAY OF WORK	APR 1984

[End of Clause]

F.2 PRODUCTION AND DELIVERY SCHEDULE -- MAJOR TASKS

The following major tasks are to be completed in accordance with schedule which follows. The full Production and Delivery Schedule, complete with due dates for each subitem within the major task item is included in this contract as Attachment 3 to Section J.

MAJOR TASK	FINISH DATE
1. Pre-Production	1/29/96
2. Scripting	1/29/96
3. Production	3/14/96
4. Post-Production	5/13/96
5. Final Video Delivery	6/1/96*

*Date assumes that the NRC has inspected, and accepted the final product.

[End of Clause]

F.3 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on January 2, 1996 and will expire June 3, 1996.

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: Elizabeth A. Hayden

Address: U.S. Nuclear Regulatory Commission
Office of Public Affairs
Mail Stop O-2G5
Washington, D.C. 20555

Telephone Number: (301) 415-8200

- (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 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 52.232-28, entitled "Electronic Funds Transfer Payment Methods".

To receive payment by Vendor express, the contractor shall complete the "Company Information" portion of the 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, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555, ATTN: ACH/Vendor Express. 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 offeror/bidder has questions concerning ACH/Vendor Express, he/she may call the Commercial Payments staff at (301) 415-7520.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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 thereto, 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.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:

Miguel Munoz, Rich Freeman,
John Allen, Mike Ritter,
Terrance McArdle, Robert Silverthorne,
Manfred Sprinckmoller

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

H.2 (Continued)

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.3 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE
PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

H.4 - GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)

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

[End of Clause]

H.5 PRIVATE USE OF CONTRACT INFORMATION AND DATA

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

[End of Clause]

H.6 TALENT RELEASE AND RIGHTS

The Contractor shall deliver signed releases obtained from all persons recognizably photographed or recorded. If the Contractor believes that releases are not required because of special circumstances, he shall promptly deliver written explanation to the NRC Contracting Officer for legal evaluation.

[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
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 1995
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	JUL 1995
52.215-2	AUDIT - NEGOTIATION	JUL 1995
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	DEC 1994
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)	FEB 1995
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
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

T.1 (Continued)

NUMBER	TITLE	DATE
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	JUL 1995
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 1995
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-3	PATENT INDEMNITY	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
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	MAR 1994
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (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

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)

- (a) The Small Business Administration (SBA) has entered into Contract No. NRC-06-96-300 with the U.S. Nuclear

• I.3 (Continued)

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 Miguel Studios, 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-06-96-300 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)).
 - (2) Except for novation agreements and advance payments,

I.4 (Continued)

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]

I.5 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (JUN 1987)

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or to permit others to do so.

(b) Allocation of rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright

I.5 (Continued)

in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright. (1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in

I.5 (Continued)

data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

- (d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.
- (e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

[End of Clause]

I.6 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)
ALTERNATE I (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.)
 - (3) Place of performance of the services.

I.6 (Continued)

- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[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>
01	Billing Instructions
02	Payment Information Form - ACH Vendor Payment System
03	Production and Delivery Schedule - Major
04	Video Budget Cost Categories

12/13/94

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the US Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

US Nuclear Regulatory Commission
Division of Contracts - T7-I2
Washington, DC 20555

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location.

US Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strikeovers). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number
2. Sequential voucher/invoice number
3. Date of voucher/invoice
4. Project Officer's name and mail stop as designated in the contract.
5. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee.) Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
6. Description of articles or services, quantity, unit price, and total amount.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attached prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" or "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the US dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total US dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is required under the provision of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

COMPANY INFORMATION

NAME:		TAX ID#
ADDRESS		
CONTACT PERSON NAME	TELEPHONE NUMBER ()	

AGENCY INFORMATION

NAME		ALC: 31000001
NUCLEAR REGULATORY COMMISSION -- NRC		
ADDRESS		
DIVISION OF ACCOUNTING AND FINANCE		
WASHINGTON, DC 20555		
CONTACT PERSON NAME	TELEPHONE NUMBER	
CAROLYN L. BERRY	(301) 415-7520	

FINANCIAL INSTITUTION INFORMATION

NAME	
ADDRESS	
ACH COORDINATOR NAME	TELEPHONE NUMBER ()
NINE-DIGIT ROUTING TRANSIT NUMBER	
DEPOSITOR ACCOUNT TITLE	
DEPOSITOR ACCOUNT NUMBER	
TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
SIGNATURE AND TITLE OF REPRESENTATIVE	TELEPHONE NUMBER ()