

**AWARD/CONTRACT**

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

RATING

N/A

PAGE OF PAGE

1 36

2. CONTRACT NO. (Proc. Inst. Ident.)

NRC-04-00-036

3. EFFECTIVE DATE

08-01-2000

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

RES-C00-378

5. ISSUED BY

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Mgt.  
Attn: T-7-I-2  
Contract Management Branch 1  
Washington DC 20555

CODE

6. ADMINISTERED BY (If other than Item 5)

CODE

7. NAME AND ADDRESS OF CONTRACTOR

(No., street, city, county, State and ZIP Code)

Framatome Technologies, Inc.  
Attn: C. C. England, Vice President  
P.O. Box 10935  
3315 Old Forest Road  
Lynchburg VA 24506-0935

8. DELIVERY

FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

10. SUBMIT INVOICES

(4 copies unless otherwise specified)

ITEM

12

TO THE ADDRESS SHOWN IN:

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

U.S. Nuclear Regulatory Commission

CODE

12. PAYMENT WILL BE MADE BY

U.S. Nuclear Regulatory Commission  
Office of the Chief Financial Officer  
Attn: GOV/COM Acctng. Section T-9H4

CODE

Washington DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c)(1)

41 U.S.C. 253(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA

B&R No. 06015110105; Job Code Y6095; BOC 252A;  
Amount Obligated: \$131,007.00

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

The NRC hereby accepts Framatome Technologies, Inc.'s technical proposal dated 07/31/00, which is incorporated herein by reference to perform: "Feasibility of Underwater Welding of Highly Irradiated In-Vessel Components of BWRs." This is a firm, fixed-price contract.

15G. TOTAL AMOUNT CONTRACT \$131,007.00

**16. TABLE OF CONTENTS**

See Attached Table of Contents

DO	SEC.	DESCRIPTION	PAGE(S)	DO	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	11
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	2		L	INSTRS., CONDS., AND NOTICES TO OFFER	
X	G	CONTRACT ADMINISTRATION DATA	3		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	10				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 02 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)  
C.C. England  
Vice President

20A. NAME OF CONTRACTING OFFICER  
Mary H. Mac

19B. NAME OF CONTRACTOR  
BY \_\_\_\_\_  
(Signature of person authorized to sign)

19C. DATE SIGNED  
8-22-00

20B. UNITED STATES OF AMERICA  
BY \_\_\_\_\_  
(Signature of Contracting Officer)

20C. DATE SIGNED  
8/18/00

TABLE OF CONTENTS

PAGE

PART I - THE SCHEDULE. . . . . A-1

SECTION A - SOLICITATION/CONTRACT FORM . . . . . A-1  
 SF 26 AWARD/CONTRACT . . . . . A-1

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS . . . . . B-1  
 B.1 PROJECT TITLE . . . . . B-1  
 B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) . . . . . B-1  
 B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988) . . . . . B-1  
 B.4 PAYMENT SCHEDULE. . . . . B-1

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK . . . . . C-1  
 C.1 INTRODUCTION. . . . . C-1  
 C.2 BACKGROUND. . . . . C-1  
 C.3 OBJECTIVE . . . . . C-2  
 C.4 SCOPE OF WORK . . . . . C-2  
 C.4.1 In-Vessel Sampling . . . . . C-2  
 C.5 Ship Samples to Laboratory for Analysis . . . . . C-3  
 C.5.1 Quality Assurance. . . . . C-3  
 C.6 REPORTING REQUIREMENTS. . . . . C-4  
 C.7 DELIVERABLES AND DELIVERY SCHEDULE. . . . . C-4  
 C.8 MEETINGS AND TRAVEL REQUIREMENTS. . . . . C-4

SECTION D - PACKAGING AND MARKING. . . . . D-1  
 D.1 PACKAGING AND MARKING (MAR 1987) . . . . . D-1

SECTION E - INSPECTION AND ACCEPTANCE. . . . . E-1  
 E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE . . . . . E-1  
 E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987) . . . . . E-1

SECTION F - DELIVERIES OR PERFORMANCE. . . . . F-1  
 F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE . . . . . F-1  
 F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993) . . . . . F-1  
 F.3 PLACE OF DELIVERY--REPORTS (JUN 1988) . . . . . F-1  
 F.4 DURATION OF CONTRACT PERIOD (MAR 1987) . . . . . F-2  
 ALTERNATE 2 (MAR 1987)

SECTION G - CONTRACT ADMINISTRATION DATA . . . . . G-1  
 G.1 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2. . . . . G-1  
 (OCT 1999)  
 G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) . . . . . G-1  
 G.3 ELECTRONIC PAYMENT. . . . . G-2

SECTION H - SPECIAL CONTRACT REQUIREMENTS. . . . . H-1  
 H.1 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF . . . . . H-1  
 INTEREST (JAN 1993)  
 H.2 2052.215-70 KEY PERSONNEL (JAN 1993) . . . . . H-4  
 H.3 2052.235-70 PUBLICATION OF RESEARCH RESULTS (OCT 1999) . . . . . H-5  
 H.4 2052.235-71 SAFETY, HEALTH, AND FIRE PROTECTION. . . . . H-6  
 (JAN 1993)  
 H.5 SITE ACCESS BADGE PROCEDURES (FEB 1995) . . . . . H-6  
 H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED . . . . . H-7  
 (JUN 1988)  
 H.7 CONTRACT SECURITY REQUIREMENTS FOR UNESCORTED ACCESS. . . . . H-7

TABLE OF CONTENTS

	PAGE
TO NUCLEAR POWER PLANTS (FEB 1995)	
H.8 SEAT BELTS . . . . .	H-10
H.9 WARRANTY OF SERVICES . . . . .	H-10
 PART II - CONTRACT CLAUSES . . . . .	 I-1
SECTION I - CONTRACT CLAUSES . . . . .	I-1
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE . . . . .	I-1
I.2 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989) . . . . .	I-2
I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT . . . . .	I-2
(MAR 2000)	
I.4 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL . . . . .	I-3
DISADVANTAGED BUSINESS CONCERNS (OCT 1999)	
ALTERNATE I (OCT 1998)	
I.5 52.232-25 PROMPT PAYMENT (JUN 1997) . . . . .	I-5
I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) . . . . .	I-11
 PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . . . .	 J-1
SECTION J - LIST OF ATTACHMENTS . . . . .	J-1

## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

## B.1 PROJECT TITLE

The title of this project is as follows:

Feasibility of Underwater Welding of Highly Irradiated In-Vessel Components of BWRs

## B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall obtain samples from vessel components in order to determine the range of boron and helium concentrations expected in components for weld repair.

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

The firm, fixed-price of the basic contract is \$131,007.00.  
The firm, fixed price of the option period is \$116,219.00.

## B.4 PAYMENT SCHEDULE

The contractor will be paid according to the following schedule for both plants 1 and 2:

Percent Payment	Milestone Description
25%	Submittal of Procedures and Technical Justification
25%	Crew Deployment
50%	Completion of Site Sampling

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****Feasibility of Underwater Welding of Highly Irradiated In-Vessel Components of BWRs****C.1 INTRODUCTION**

The U.S. Nuclear Regulatory Commission (NRC) and the Electric Power Research Institute (EPRI) have signed a Memorandum of Understanding (MOU) to permit and encourage cooperation in nuclear safety research which provides benefits for both NRC and the nuclear industry, such as technical information exchange and the sharing of costs, whenever such cooperation and cost sharing can be accomplished in a mutually beneficial manner. A program for determining the feasibility of underwater welding of highly irradiated in-vessel components of boiling-water reactors (BWRs) is being developed between NRC and EPRI. Under this program, technical information and overall program costs will be shared by the NRC and EPRI. An effort is underway to determine if a suitable method is available to obtain metallic samples from reactor vessel components at three BWR plants. Analysis of the samples will be performed by Pacific Northwest National Laboratory (PNNL). The specific work to be performed under this contract will provide an element of NRC's participation in the overall program.

**C.2 BACKGROUND**

Environmentally assisted cracking of BWR core internals fabricated from stainless steel and high nickel alloys has been detected during examination. The industry will have to make decisions whether to repair or replace those components for which continued structural integrity cannot be assured, and the NRC will have to review repair or replacement strategies. Because of the scarcity of data pertaining to welding highly irradiated materials in an underwater environment, the level of activity in the commercial nuclear industry related to the generic issues associated with the reactor vessels and internals, especially repair options, has been increasing. There are many complicated issues to be addressed in developing welding technology for use in repairing in-vessel components. For example, the thermal fluence at the vessel wall is not well benchmarked. Two problems specific to welding highly irradiated materials are: (1) cracking during the welding process as a result of helium entrapment in the material; and (2) cracking attributable to irradiation-damaged microstructure in the components. In addition, access to in-vessel components for inspection or repair typically is limited, and the high radiation levels usually require a remote repair approach or a well-shielded work environment. One of the purposes of this research is to determine the concentrations of boron and helium in BWR reactor vessel components at several U.S. BWRs. Estimates of the ranges of concentrations for the U.S. fleet will then be developed. With this information and estimates of the thermal fluence, the feasibility of using standard welding techniques, as well as modified techniques, to effect the structural repair in these locations can be determined.

NRC and EPRI are sharing the costs of obtaining samples at the three plants. EPRI will be responsible for funding the sampling at the first plant. NRC will be responsible for funding the sampling at the second and third plants. Since the plants to be sampled could change based on factors such as change in outage schedules, for the purpose of submitting proposals to the NRC, offerers should assume that one of the plants is located in the Eastern U.S. and one of the plants is located in the midwest. Any special considerations (e.g., cost, personnel, shipping equipment) which may result from this uncertainty should be discussed. Another factor which should be considered by the offerers is the potential for EPRI and NRC to select different contractors for obtaining the samples.

The NRC will be responsible for selecting the laboratory where the samples will be analyzed. It is anticipated that the sampling will be performed at Pacific Northwest National Laboratory, if that can be justified. The NRC will be responsible for funding the analysis of the samples for helium and boron concentrations. This information will be made publicly available.

### C.3 OBJECTIVE

The overall objective of the program is to investigate the feasibility of welding highly irradiated materials as a repair methodology for degraded boiling water reactor (BWR) in-vessel components. The specific objective of this contract is to obtain samples from vessel components in order to determine the range of boron and helium concentrations expected in components considered for weld repair.

### C.4 SCOPE OF WORK

#### C.4.1 In-Vessel Sampling

(A) Four metallic samples from the Jet Pump Riser Brace Pad Assembly in the reactor vessel are to be obtained at each of three BWR plants. The plants will be selected through consultations between NRC and EPRI.

(B) The contractor will make arrangements with the utility(s) to perform this work through no-cost agreements.

(C) The NRC will not be responsible for disposal of contaminated equipment.

(D) The anticipated schedule for obtaining the surveillance samples at plants 2 and 3 is: Plant 2 - 10/1/00; and Plant 3 - 3/1/01 (presuming the candidate plants are confirmed).

(E) Offerers will describe in detail the tooling and techniques which will be used to perform this work. The proposal must address the effects of metal removal on both the sample and base metal. The metallic samples extracted should be small such that repair of the sampled component is not required. Five to 10 mg is a convenient sample size range, and specimens are cut from this (the optimum sample mass for helium analysis is between 0.5 to 2 mg). The offerers must address in the proposal sample size range and the "as-left" condition of the component. As a deliverable to the participating plant utility

and the NRC, the contractor(s) chosen will be required to submit a technical justification for leaving the sampled surface as-is following sample removal. This justification will become part of the NRC's public record.

(F) Offerers shall discuss the need to design, develop, procure, and assemble a suitable plant mockup for training personnel (field team) to perform the sampling.

After the contract has been awarded, access to the jet pump riser brace pad must be verified. Drawings and photos and/or videos will be required for each of the areas to be sampled to confirm local geometry.

(G) The contractor will ship the equipment to the selected plant site per the agreed schedule, set up the equipment on the plant refuel floor, operate the equipment as required, and extract four azimuthal samples from the riser brace pad. The estimated time for on-site work is three days for each plant including mobilization, setup, sampling, and demobilization. Actual sampling is expected to take from 2 to 3 shifts.

(H) After removal of the samples at each plant, a letter report, which will become part of the NRC's public record, is to be provided within 30 days which contains the following:

(1) A diagram of the jet pump riser brace pad assembly showing the size, location, and orientation where each sample was removed.

(2) A vessel geometry diagram(s) of the jet pump riser brace pad assembly relative to the core showing details such as size, location, and distance.

(I) After the samples from the second plant have been obtained and analyzed, a determination will be made by NRC and EPRI whether it is necessary and prudent to proceed with obtaining samples at the third plant. The contractor must obtain permission from the NRC/RES project manager before proceeding with this sampling.

#### C.5 Ship Samples to Laboratory for Analysis

(A) The contractor will ship the samples to PNNL for analysis. PNNL is responsible for the shipping costs. The contractor will specify and procure encapsulation containers suitable for shipping sample material to the laboratory. Proposals must contain a shipping plan and address the applicable Federal and state requirements.

(B) The laboratory will be responsible for disposal of the samples.

##### C.5.1 Quality Assurance

All work at the participating plant sites shall be governed by their respective quality assurance programs.

The adequacy and accuracy of all utility supplied information is the responsibility of the respective participating utility.

**C.6 REPORTING REQUIREMENTS**

A monthly status letter report (MSLR) is to be submitted to the NRC project manager with a copy to the Division of Contract and Property Management, Office of Administration, by the end of each month. The MSLR shall summarize each month's technical progress, and list monthly spending, total spending to date, and the remaining funds. Any administrative or technical difficulties which may affect the schedule or costs of the project shall be immediately brought to the attention of the NRC project manager.

The anticipated schedule for obtaining the samples and shipping them to the laboratory for analysis is to be included and reported in the second MSLR.

After removal of the samples at each plant, a letter report, which will become part of the NRC's public record, is to be provided within 30 days which contains the following:

A diagram of the jet pump riser brace pad assembly showing the size, location, and orientation where each sample was removed.

A vessel geometry diagram(s) of the jet pump riser brace pad assembly relative to the core showing details such as size, location, and distance.

The NRC project manager and Contracting Officer are to be immediately notified by the contractor's principal investigator in the event that the contractor is unable to meet its commitments, the schedule for obtaining samples at a plant significantly changes, or if a plant is unable to comply with its commitments.

Individual plant names are to be considered proprietary; i.e., not to be used in publicly available reports.

**C.7 DELIVERABLES AND DELIVERY SCHEDULE**

The vessel samples from the second plant are to be received by the laboratory within two weeks from the date of the removal of the samples from vessel.

The vessel samples from the third plant are to be received by the laboratory within two weeks from the date of the removal of the samples from vessel.

**C.8 MEETINGS AND TRAVEL REQUIREMENTS**

Travel to two U.S. nuclear power plants. No other travel is anticipated.

**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.

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-16	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
	RESPONSIBILITY FOR SUPPLIES	APR 1984

## 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.

## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

## F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (Please see Section J - List of Attachments.)

## F.3 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 (3 copies)

Office of Nuclear Regulatory Research  
Division of Engineering Technology  
Mail Stop T-10-E-10  
Washington, DC 20555-0001

(b) Contracting Officer (1 copy)

Office of Administration  
Division of Contracts and Property Management  
Contract

**F.4 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 2 (MAR 1987)**

This contract shall commence on August 1, 2000 and will expire on December 31, 2000. The term of this contract may be extended at the option of the Government for an additional 10 months.

## SECTION G - CONTRACT ADMINISTRATION DATA

**G.1 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2  
(OCT 1999)**

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

Name: Wallace E. Norris

Address: Materials Engineering Branch  
Division of Engineering Technology  
Office of Nuclear Regulatory Research  
Mail Stop T-10-E-10  
Washington, DC 20555-0001

Telephone Number: (301) 415-6796  
Fax Number: (301) 415-5074  
E-Mail Address: WEN@NRC.GOV

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(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.

**G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days before beginning travel.

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or

changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

### G.3 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. 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, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. 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. Further information concerning the addendum is provided at Attachment. The ACN Coordinator should 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, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the

Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 2052.209-72 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.

(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, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(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 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 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 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..

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

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

[REDACTED]

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 and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision 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.

### H.3 2052.235-70 PUBLICATION OF RESEARCH RESULTS (OCT 1999)

(a) The principal investigator(s)/contractor shall comply with the provisions of NRC Management Directive 3.8 (Vol. 3, Part 1) and NRC Handbook 3.8 (Parts I-IV) regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(b) The principal investigator(s)/contractor may publish the results of this work in refereed scientific and engineering journals or in open literature and present papers at public or association meetings at interim stages of work, in addition to submitting to NRC the final reports and other deliverables required under this contract. However, such publication and papers shall focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications.

(c) The principal investigator(s) shall coordinate all such publications with, and transmit a copy of the proposed article or paper to, the NRC Contracting Officer or Project Officer, prior to publication. The NRC agrees to review and provide comments within thirty (30) days after receipt of a proposed publication. However, in those cases where the information to be published is (1) subject to Commission approval, (2) has not been ruled upon, or (3) disapproved by the Commission, the NRC reserves the right to

disapprove or delay the publication. Further, if the NRC disagrees with the proposed publication for any reason, it reserves the right to require that any publication not identify the NRC's sponsorship of the work and that any associated publication costs shall be borne by the contractor.

#### H.4 2052.235-71 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. The contractor shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. If the contractor fails to comply with these regulations or requirements, the contracting office 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 work order for resumption of work may be issued at the discretion of the contracting officer. The contractor may not make a claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

#### H.5 SITE ACCESS BADGE PROCEDURES (FEB 1995)

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

Within ten working days after award of a contract, execution of a modification of a contract or proposal of new personnel for contract tasks, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. The contractor representative will submit the documents to the Project Officer who will give them to the Division of

Security. Since the NRC/Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will advise the Project Officer, who, in turn, will advise the Division of Security, of the termination or dismissal of any employee who has applied for, or has been granted, NRC building access approval. It is the responsibility of the contractor to obtain and return to the Division of Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC space.

#### **H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

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

#### **H.7 CONTRACT SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS (FEB 1995)**

Performance under this contract may involve unescorted access to protected and vital areas of nuclear power plants or access to unclassified Safeguards Information (SGI).

Individual contractors requiring access to protected and vital areas of nuclear power plants or access to unclassified SGI will be approved for access in accordance with the following procedures:

##### **A. Temporary Approval**

(a) The contractor shall submit the following information to the NRC Division of Security (SEC) through the NRC Project Officer within thirty (30) calendar days following contract award,

modification, or proposal of new personnel for contract tasks requiring unescorted access: a completed Personnel Security Forms Packet, including an SF-86, "Questionnaire for Sensitive Positions (For National Security);" copies of the contractor's five-year employment and education history checks, including verification of highest degree obtained; a reference from at least one additional person not provided by the individual; results of a psychological evaluation; and a certification that the contractor has found all checks acceptable. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, shall be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF-86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope.

Or,

(b) The individual will arrange to be fingerprinted by the subject utility, and the contractor will submit to the utility's access authorization program.

In Section A above, SEC will conduct criminal history and credit checks and a security assurance interview with the individual.

Based on the result of these checks, SEC will determine the individual's eligibility for temporary access and provide an objection or no objection to the sponsoring Office pending completion of the required background investigation by OPM.

#### B. Final Approval

(a) The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities for the life of the contract, or

(b) The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program, or

(c) The individual possesses a valid government issued clearance as verified by SEC. A valid government-issued clearance is defined as a U.S. Government-issued security clearance equivalent or higher than an NRC "L" clearance (e.g., Secret) based on a comparable investigation not more than five years old.

If an NRC contract is let to a foreign owned company employing foreign nationals, SEC will attempt to obtain a security assurance from the respective government that a comparable investigation has been conducted on the individual. If an acceptable assurance is obtained, SEC will provide a NO SECURITY OBJECTION without further investigative checks.

The investigation in Section B above may involve a National Agency

Check with Inquiries and Credit (NACIC) or other investigation as deemed necessary by SEC in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

The contractor shall submit to SEC through the Project Officer for each contractor individual submitted/approved for access under the provisions of Sections A and B above, a signed NRC form 570, "Access Authorization Acknowledgment" from the individual that he or she understands his or her responsibility to report to the NRC, Division of Security, Personnel Security Branch, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria."

Access to unclassified power reactor Safeguards Information (SGI) not also involving unescorted access to protected and vital areas of nuclear power plants will require the submission of a completed Personnel Security Forms Packet to SEC through the Project Officer and may require a National Agency Check (NAC) or other investigation deemed necessary by the NRC in accordance with 10 CFR Part 10 and NRC Management Directive and Handbook 12.3 which is incorporated into this contract by reference as though set forth herein.

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Exhibit 11, Management Directive 12.3. Based on the review of the applicant's security forms by SEC and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by SEC of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

#### C. Fitness for Duty

Pursuant to NRC policy, all contract individuals proposed for performance of task orders requiring unescorted access to nuclear power plants will be subject to the requirements of the licensee's Fitness-for-Duty program.

#### D. Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one-time basis, upon issuance of the applicable task order(s), for those individual(s) for whom the contractor cannot certify as to having completed the above training within the past year. Site specific training obtained at each site will still

be required during the performance of individual task orders in addition to the basic training.

#### H.8 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

#### H.9 WARRANTY OF SERVICES

The Contractor warrants that the services performed hereunder will be conducted in a professional manner consistent with the standards of quality and care typical within the industry at the time of performance for similar work. Such warranty will be effective for a period of one (1) year from the date of performance of the service.

Subject to FAR 52.232-20, any services performed by the Contractor which do not conform with the above-stated warranty obligation will be reperformed by the Contractor. For the foregoing warranty and remedy to apply, written claim must be made within thirty (30) days from the date the non-conformance is detected and in no event later than thirty (30) days after expiration of the warranty period.

THE WARRANTY AND REMEDY SET FORTH HEREINABOVE ARE EXCLUSIVE AND NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY.

**PART II - CONTRACT CLAUSES**  
**SECTION I - CONTRACT CLAUSES**

**I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-3	DEFINITIONS	OCT 1995
52.203-5	GRATUITIES	APR 1984
52.203-6	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-8	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JUN 1997
52.204-4	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1996
52.209-6	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.215-2	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-8	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-14	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-4	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-8	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.222-3	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.222-21	CONVICT LABOR	AUG 1996
52.222-26	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-35	EQUAL OPPORTUNITY	FEB 1999
52.222-36	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-37	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999

52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT ALTERNATE I (APR 1984)	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-11	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN 1997
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE V (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

### I.2 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within . Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

### I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 months.

**I.4 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999) ALTERNATE I (OCT 1998)**

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14,

1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of \_\_\_\_\_ percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products--(see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

#### I.5 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the

Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the \_\_\_\_\_ day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely

notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a) (5) of this clause:

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a) (4) (i) through (a) (4) (iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the

amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a) (5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a) (7) (iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a) (7) (ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of

receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a) (5) (iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a) (7) (iii) (A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

**I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
J-1	Billing Instructions
J-2	NRC Contractor Organizational Conflicts of Interest
J-3	Management Directive 3.4 - Release of Information to the Public
J-4	Payment Information Form SF 3881 - ACH Payment System
J-5	Procedures for Resolving NRC Contractor Differing Professional Views