

**AWARD/CONTRACT**

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) RATING N/A PAGE OF PAGES 1 1

2. CONTRACT NO. (Proc. Inst. Ident.) NRC-08-01-118 3. EFFECTIVE DATE FEB 15 2001 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RQ-OIP-01-301-FFS# RS-OIP-00-003

5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. ATTN: T-7-1-2 Contract Management Branch 2 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) Mega-Tech, Inc. ATTN: Charles Schilling Phone# (703) 534-1629 180 S. Washington Street Falls Church VA 22046 8. DELIVERY  FOB ORIGIN  OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of International Programs ATTN: John Ramsey Mail Stop, O-4-E-9 Washington DC 20555 CODE FACILITY CODE 12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer ATTN: GOV/COM Acctng. Section T-9-H-4 Washington DC 20555 CODE

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 U.S.C. 2304(c)  41 U.S.C. 253(c) 5 14. ACCOUNTING AND APPROPRIATION DATA 17G-40-401-445, A2000, 252A, 3172 O/1 1093: \$168,960.79 17G-40-401-445 K2000 252A, 3172 O/1 1093: \$168,862.39

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The U.S. Nuclear Regulatory Commission hereby accepts Mega-Tech's proposal dated, October 27, 2000, as amended by its best and final offer dated, February 6, 2001, which are hereby incorporated by reference and made a part of this cost-plus-fixed-fee contract.				

15G. TOTAL AMOUNT OF CONTRACT \$337,823.18

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

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 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 DOLORES D. FISHER (Type or print) President & CEO 19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)

20A. NAME OF CONTRACTING OFFICER Sharon D. Stewart, Contracting Officer 20B. UNITED STATES OF AMERICA BY Sharon D. Stewart (Signature of Contracting Officer) 20C. DATE SIGNED 2/13/01

TEMPLATE-ADM-001

ADM102

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## PART I - THE SCHEDULE

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

## B.1 PROJECT TITLE

The title of this project is as follows:

Regulatory Strengthening Through Provision of Basic Office Equipment

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

The contractor shall provide all necessary services (personnel, supervision, facilities, equipment, materials, etc., to enhance the Armenia Nuclear Regulatory Authority and Kazakhstan Atomic Energy Commission capabilities to perform regulatory oversight of operating nuclear power reactors through the provision of basic office equipment.

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE  
(JUN 1988) ALTERNATE I (JUN 1991)

(a) The total estimated cost to the Government for full performance of this contract for Phase 1A and Phase 2A is 337,823.18 of which the sum of \$327,348.05 represents the estimated reimbursable costs, and of which \$10,475.13 represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract for Phase 1A and 2A is \$337,823.18 of which the sum of 327,348.05 represents the estimated reimbursable costs, and of which \$10,475.13 represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance for 12 months from the effective date of the contract.

(e) Should the Government exercise Phase 1B of the contract, the total estimated cost to the Government for full performance of this contract for Phase 1B is \$140,393.75, of which the sum of \$136,040.45 represents the estimated reimbursable costs, and of which \$4,353.29 represents the fixed fee.

(f) Should the Government exercise Phase 2B of the contract, the total estimated cost to the Government for full performance of this contract for Phase 2B is \$169,249.80 of which the sum of \$164,001.74 represents the estimated reimbursable costs, and of which \$5,248.06 represents the fixed fee.

(g) Should the Government exercise Phase 2C of the contract, the total estimated cost to the Government for full performance of this contract for Phase 2C is \$170,093.01 of which the sum of \$164,818.81 represents the estimated reimbursable costs, and of which \$5,274.20 represents the fixed fee.

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C.1 BACKGROUND**

Since 1991, the U.S. Nuclear Regulatory Commission (USNRC) has entered into interagency agreements (IAAs) with the U.S. Agency for International Development (USAID) for the provision of funds to support ongoing or planned regulatory assistance efforts with the countries of the New Independent States (NIS) of the Former Soviet Union (Armenia, Kazakhstan, Russia and Ukraine) and the countries of Central and Eastern Europe (CEE) (Bulgaria, Czech Republic, Hungary, Lithuania and Slovak Republic).

**C.2 OBJECTIVE**

There are a large number of Soviet-designed reactors (including both power and research reactors) in operation in the NIS and CEE countries. Each of the NIS and CEE countries have undertaken efforts to establish strong, independent regulatory authorities to perform safety and regulatory oversight of these facilities. Thus, the objective and purpose of this contract is to enhance capabilities of these regulatory authorities to perform safety and regulatory oversight of operating Soviet-designed power and research reactors through provision of basic office-related equipment.

**C.3 SCOPE OF WORK****C.3.1 ARMENIA**

The Armenian Nuclear Regulatory Authority (ANRA) has previously been provided basic office equipment (computers, printers, network, etc.). However, this work was done assuming an ANRA staffing level of 25 people. ANRA's staff recently increased from 25 to 30 people. In addition, ANRA offices have expanded (additional office space, including space on an additional floor). Thus, ANRA needs additional equipment to support its staff increase. ANRA also needs assistance in expanding its existing infrastructure into its recently acquired space.

**C.3.1.1 EQUIPMENT**

(a) The contractor shall provide all necessary services (personnel, supervision, facilities, materials, etc.) to procure and provide to ANRA the equipment listed in Section H.4 of the contract.

(b) The contractor may propose alternate but comparable equipment. All such equipment proposed shall be subject to NRC approval.

### C.3.1.2 EQUIPMENT OPERABILITY AND COMPATIBILITY

(a) The contractor shall ensure that all individual pieces of equipment are operable prior to delivery to ANRA. Equipment operability shall be certified by equipment suppliers or by the contractor. In addition, all computer equipment shall be compatible with standard off-the-shelf equipment that is commercially available and meet IBM-compatible specifications.

(b) The contractor shall also provide equipment necessary to maintain appropriate climate control, consistent with the computer and related equipment manufacturer's recommendations.

(c) The contractor shall provide physical security equipment necessary to prevent unauthorized use of or access to equipment provided to ANRA. As appropriate, building modifications may be made to ANRA headquarters to satisfy these requirements.

### C.3.1.3 POWER SUPPLY

All equipment shall be capable of and equipped for operating at 50 Hz/220 Volts (European standards).

### C.3.1.4 PAPER

All equipment shall be capable of and equipped for utilizing A4 and related paper sizes (European standards).

### C.3.1.5 TECHNICAL MANUALS

The contractor shall provide the most current version of all publications and equipment manuals for all equipment as provided by the original equipment manufacturer.

### C.3.1.6 DELIVERY

The contractor is responsible for ensuring successful and timely delivery of all equipment to ANRA headquarters in Yerevan, Armenia.

## C.3.2 NETWORK

### C.3.2.1 EQUIPMENT AND SOFTWARE

(a) The contractor shall provide all necessary services (personnel, supervision, facilities, materials, etc.) to make necessary upgrades to the existing ANRA local area network and to expand the existing ANRA local area network to accommodate users, utilizing the equipment provided Section H.4.

(b) The contractor shall provide appropriate software to run the network and shall provide a network version of an off-the-shelf office software system (word processing, database, spreadsheet, etc.) for use on the network. All software shall be in Russian and English.

(c) The contractor may propose alternate but comparable software. All such software proposed shall be subject to NRC approval.

#### C.3.2.2 NETWORK INSTALLATION AND TRAINING

(a) The contractor is responsible for successful installation, configuration and testing of the network prior to its use by ANRA.

(b) The contractor shall also provide equipment necessary to maintain appropriate climate control, consistent with the computer and related equipment manufacturer's recommendations. The contractor shall also provide physical security equipment necessary to prevent unauthorized use of or access to equipment provided to ANRA. As appropriate, building modifications may be made to ANRA headquarters to satisfy these requirements.

(c) The contractor is also responsible for providing appropriate training on network operations and maintenance to designated ANRA personnel.

#### C.3.2.3 CABLING

The contractor is responsible for providing and installing all necessary network and associated cabling. The cabling shall be in accordance with manufacturer's specifications.

#### C.3.2.4 TECHNICAL MANUALS

The contractor shall furnish the most current version of all publications and equipment manuals for all network-related hardware and software.

#### C.3.2.5 DELIVERY

The contractor is responsible for ensuring successful and timely delivery of all network-related equipment to ANRA headquarters in Yerevan, Armenia.

#### C.3.3 TRAVEL

##### C.3.3.1 SITE ASSESSMENT

The contractor shall send no more than two people to ANRA headquarters in Yerevan, Armenia prior to equipment delivery to perform an initial site assessment. As a minimum, site assessment shall consist of complete inventory of existing equipment and identification of work needed (cabling, HVAC improvements, security considerations, building modifications, etc.) to upgrade and expand existing equipment.

##### C.3.3.2 INITIAL INSTALLATION AND TRAINING

The contractor shall send appropriate personnel to ANRA headquarters in Yerevan, Armenia after equipment delivery to develop and install the network and associated equipment and to conduct training for ANRA personnel.

### C.3.3.3 VERIFICATION

The contractor shall send (no later than 4 months after network installation) no more than 2 people to ANRA headquarters in Yerevan, Armenia to assess and ensure appropriate network operation.

### C.3.3.4 OTHER TRAVEL

The contractor may conduct other travel as needed, with prior approval of NRC. It is anticipated that 1 trip per quarter for one week for two people will be required. Purposes would include oversight of work being performed and resolution of identified issues/problems.

### C.3.4 KASAKHSTAN

The Kazakhstan Atomic Energy Commission (KAEC) and the Nuclear Technology Safety Center (NTSC) have previously been provided basic office equipment, (computers, printers, network, etc.). However, both the KAEC and NTSC have increased their respective staffing levels and their offices have expanded (additional office space, including space on an additional floor). Thus, both KAEC and NTSC need additional equipment to support their respective staffing increases. The KAEC and NTSC also need assistance in expanding their existing infrastructure into their recently acquired space.

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#### C.3.4.1 EQUIPMENT

The contractor shall provide all necessary services (personnel, supervision, facilities, materials, etc.) to procure and provide to the KAEC the equipment listed in listed in Section H. The contractor may propose alternate but comparable equipment. All such equipment proposed shall be subject to NRC approval.

#### C.3.4.2 EQUIPMENT OPERABILITY AND COMPATIBILITY

(a) The contractor shall ensure that all individual pieces of equipment are operable prior to delivery to the KAEC. Equipment operability may be certified by equipment suppliers or by the contractor. In addition, all computer equipment shall be compatible with standard off-the-shelf equipment that is commercially available and meet IBM-compatible specifications.

(b) The contractor shall also provide equipment necessary to maintain appropriate climate control, consistent with the computer and related equipment manufacturer's recommendations.

(c) The contractor shall provide physical security equipment necessary to prevent unauthorized use of or access to equipment provided to the KAEC. As appropriate, building modifications may be made to the KAEC headquarters to satisfy these requirements.

## C.3.4.3 POWER SUPPLY

All equipment shall be capable of and equipped for operating at 50 Hz/220 Volts (European standards).

## C.3.4.4 PAPER

All equipment shall be capable of and equipped for utilizing A4 and related paper sizes (European standards).

## C.3.4.5 TECHNICAL MANUALS

The contractor shall furnish the most current version of all publications and equipment manuals for all equipment as provided by the original equipment manufacturer.

## C.3.4.6 DELIVERY

The contractor is responsible for ensuring successful and timely delivery of all equipment to KAEC headquarters in Almaty, Kazakhstan.

## C.3.5 NETWORK

## C.3.5.1 EQUIPMENT AND SOFTWARE

~~(a) The contractor shall provide all necessary services (personnel, supervision, facilities, materials, etc.) to make necessary upgrades to the existing KAEC local area network and to expand the existing KAEC local area network to accommodate 35 users, utilizing the equipment provided in Section H. 4.~~

(b) The contractor shall provide appropriate software to run the network and shall provide a network version of an off-the-shelf office software system (word processing, database, spreadsheet, etc.) for use on the network. All software shall be in Russian and English.

(c) The contractor may propose alternate but comparable software. All such software proposed shall be subject to NRC approval.

## C.3.5.2 NETWORK INSTALLATION AND TRAINING

(a) The contractor is responsible for successful installation, configuration and testing of the network prior to its use by KAEC.

(b) The contractor shall also provide equipment necessary to maintain appropriate climate control, consistent with the computer and related equipment manufacturer's recommendations. The contractor shall also provide physical security equipment necessary to prevent unauthorized use of or access to equipment provided to the KAEC. As appropriate, building modifications may be made to KAEC headquarters to satisfy these requirements.

(c) The contractor is also responsible for providing appropriate training on network operations and maintenance to designated KAEC personnel.

#### C.3.5.3 CABLING

The contractor is responsible for providing and installing all necessary network and associated cabling. The cabling must be in accordance with manufacturer's specifications.

#### C.3.5.4 TECHNICAL MANUALS

The contractor shall furnish the most current version of all publications and equipment manuals for all network-related hardware and software.

#### C.3.5.5 DELIVERY

The contractor is responsible for ensuring successful and timely delivery of all network-related equipment to KAEC headquarters in Almaty, Kazakhstan.

#### C.3.6 TRAVEL

##### C.3.6.1 SITE ASSESSMENT

The contractor shall send no more than two people to KAEC headquarters in Almaty, Kazakhstan prior to equipment delivery to perform an initial site assessment. As a minimum, site assessment shall consist of complete inventory of existing equipment and identification of work needed (cabling, HVAC improvements, security considerations, building modifications, etc.) to upgrade and expand existing equipment.

##### C.3.6.2 INITIAL INSTALLATION AND TRAINING

The contractor shall send appropriate personnel to KAEC headquarters in Almaty, Kazakhstan after equipment delivery to develop and install the network and associated equipment and to conduct training for KAEC personnel.

##### C.3.6.3 VERIFICATION

The contractor shall send (no later than 4 months after network installation) no more than 2 people to KEAC headquarters in Almaty, Kazakhstan to assess and ensure appropriate network operation.

##### C.3.6.4 OTHER TRAVEL

The contractor may conduct other travel as needed; with prior approval of NRC. It is anticipated that 1 trip per quarter for one week for two people will be required. Purposes would include oversight of work being performed and resolution of identified issues/problems.

**C.4 SCOPE OF WORK PHASE 1B:**

The scope of work described in C.3.1 will not change in Phase 1B. However, Should the NRC exercise Phase 1B, the equipment to be acquired is identified in Section H.4, Phase 1B at the estimated cost identified in Section B.3, Paragraph e.

**C.5 SCOPE OF WORK PHASE 2B:**

The scope of work described in C.3.4 will not change in Phase 2B. However, Should the NRC exercise Phase 2B, the equipment to be acquired is identified in Section H.4, Phase 2B at the estimated cost identified in Section B.3, Paragraph f.

**C.6 SCOPE OF WORK PHASE 2C:**

The scope of work described in C.3.4 will not change in Phase 2C. However, Should the NRC exercise Phase 2C, the equipment to be acquired is identified in Section H.4, Phase 2C at the estimated cost identified in Section B.3, Paragraph g.

**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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	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 ALTERNATE I (APR 1984)	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 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.

(e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.

- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.

(h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

(1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

(2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".

(i) Property status: (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

**F.3 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVs)**

The Nuclear Regulation Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position, or (3) take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract, may be found in Section J of the solicitation. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. NOTE: The prime contractor or subcontractor shall submit all DPV's received by need not endorse them.

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

This contract shall commence on the effective date of the contract and will expire one year thereafter. The term of this contract may be extended at the option of the Government for an additional three (3) six-month option periods.

**F.5 DELIVERABLES/SCHEDULE**

(a) Commencement of work specified in Section C for Phase 1 (Armenia A and B) and Phase 2 (Kasakhstan A, B, and C) shall be mutually agreed to by the NRC Project Officer and the contractor. It is estimated that each phase will take six months to complete.

(a) The contractor shall provide the current version of all the publications and equipment manuals as provided by the original equipment manufacturer within three months of the effective date of the contract, or at time of installation of the equipment, which ever occurs first.

(b) The Contractor shall provide the current version of all the publications and equipment for all the network related hardware and software within three months of the effective date of the contract, or at time of installation of the equipment, which ever occurs first.

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999)

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

Name: John Ramsey  
Address: U.S. Nuclear Regulatory Commission  
Office of International Programs  
Mail Stop, O-4-E-9  
Washington, D.C. 20555  
Telephone Number: (301) 415-2744

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which 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), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for

approval, disapproval, or suspension of payment for supplies and services required under this contract.

**G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT  
-ALTERNATE 1 (OCT 1999)**

- (a) Total expenditure for travel may not exceed \_\_\_\_\_ without the prior approval of the contracting officer.
- (b) 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 prior to the commencement of travel.
- (c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which 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 FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.
- (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.

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs result in a lower amount for indirect costs, the lower amount will be paid. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

#### G.4 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 209.570-2 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.

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 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.4 CONTRACTOR ACQUIRED GOVERNMENT EQUIPMENT/PROPERTY

(a) The contractor is authorized to acquire and/or fabricate the for use in performance of this contract.

#### PHASE 1 - ARMENIA A

1. HP NetServer E60 PIII-550 Mod - 1 ea.
2. 3COM 10/100 Ethernet Switch - 2 ea.
3. CAT 5 Cable (1000 ft.) - 2 ea.
4. RG45 Connectors - 50 ea.
5. HP Athlon Workstation - 6 ea.
6. HP Laserjet 4050N w/Jet Direct Card - 1 ea.
7. Cartridge for HP Laserjet 5000 - 4 ea.
8. HP 2500C, Deskjet Printer - 1 ea.
9. Canon Copier w/automatic feeder - 1 ea.
10. APC Uninterruptible Power Supply (UPS) 5KVA - 1 ea.
11. IOMEGA Jaz Drive - 1 ea.
12. IOMEGA Jazz Cartridge - 3 ea.
13. InFocus LP425zb LCD Overhead Projector - 1 ea.
14. Spare parts for workstations - 1 ea.
15. Surge Protectors - 5 ea.
16. NEXEL computer stand (Large) - 2 ea.
17. Panasonic KX-B630 -White Board (Large) - 1 ea.

18. Ibico Binding System - 1 ea.
19. Gardell Security Safe - 1 ea.
20. Sony MVC-FD91 Digital Camera - 1 ea.
21. Analog/digital adapter for Nortel phone system - 2 ea.
22. Internet Contract - 6 mo.
23. Telephone service and support - 6 mo.
24. Xerox Copiers Maintenance - 6 mo.
25. 4 port Digital Card for Nortel Telephone Switch - 1 ea.
26. Repair of large UPS - 1 ea.
27. Upgrading and Refurbishing of 5th Floor Utilities - 1 ea.
28. Wall boxes for CAT 5 (two port) - 50 ea.
29. Installation Materials - 1 ea.
30. Storage Cabinet - 8 ea.
31. Computer Consoles and Workstation Areas - 1 ea.
32. Software - Visual Studio 6.0 - 1 ea.
33. Software - ACS SSASI - 1 ea.

#### PHASE 1 - ARMENIA B

1. NRC Regs. On JAZ or CD-ROM disk - 1 ea
2. Workstations - 6 ea.
3. Hand-held GPS tracking unit - 1 ea.
4. Gamma Spectrometry - 1 ea.
5. 3COM PCMCIA ethernet/modem card V.90 - 1 ea.
6. Hp 755C color cartridges (four color) - 2 ea.
7. Pro. Mapping tools - 1 ea.
8. Transparency film Hp color deskjet (box) - 10 ea.
9. Folders A4 format (2 inch) - 100 ea.
10. Spare lamp for projector - 2 ea.
11. Xerox 5114, 5614, 5815, XC580 copier maintenance kits - 1 ea.
12. HP 755C plotter paper (per roll) - 5 ea.
13. Cardkey D46-2 meg. Card Reader - 4 ea.
14. Canon copier accessories (document Feeder & Sorter) - 2 ea.
15. Equipment for ERC facility - 1 ea.
16. Storage Racks - 8 ea.
17. Computer Consoles - 6 ea.
18. Office Equipment - 1 lot
19. Air Conditioners (12,500 btu) - 1 ea.
20. Internet Contract - 6 mo.
21. Telephone service and support - 6 mo.
22. Xerox Copier Maintenance - 6 mo.
23. Security System Maintenance - 1 ea.

#### PHASE 2 - KAZAKHSTAN A

1. Canon Color Copier w/sorter-document feeder - 1 ea.
2. Sony (model 500-A3) Gas Plasma Display 42" - 1 ea.
3. Documentation System - 2 ea.
4. Multiple Fax Machine - 1 ea.
5. Hp Scanjet 6390N - 2 ea.
6. CD-writer - 4 ea.
7. HP Workstation - 1 ea.
8. HP Workstation - 5 ea.
9. Toshiba Portege 3110CT - 2 ea.
10. Dell Notebook - 2 ea.

11. IOMEGA 250MB ZIP External Drive - 4 ea.
12. Hp Color Laserjet 4500N network printer w/jet direct - 1 ea.
13. 1000 ft CAT5 shielded cable - 2 ea.
14. 64MB DIMM memory module - 7 ea.
15. IDE 52X CD-ROM drive - 7ea.
16. PCI 32MB video card (VOODOO 4500) - 7 ea.
17. 19" SVGA .26dpi monitor - 7 ea.
18. 33.6 external modem - 1 ea.
19. NETLAN PCMCIA card -1 ea.
20. Toshiba DVD-drive external (model NWDVD01) - 4 ea.
21. Hp 4000 laserjet cartridges - 5 ea.
22. DDS-3 DAT24 External tape drive (HP TAT24EU) - 1 ea.
23. DAT 24 Blank Tapes - 10 ea.
24. Publication Equipment - 1 ea.
25. Binding equipment for publishing documents - 1 ea.
26. Emergency lights - 15 ea.
27. Emergency Generator - 12KVA - 1 ea.
28. IOMEGA 250MB Blank ZIP cartridges (3 pack) - 7 ea.
29. HP 4500N laserjet printer cartridges - 5 ea.
30. Safe - 1 ea.

## PHASE 2 - KAZAKHSTAN B

1. E450 2X480MHZ/4X36GB Sun Enterprise 450 Serve; Includ. - 1 ea.
2. PGX Graphics Card - 1 ea.
3. 21 Inch FD AG Color Monitor - 1 ea.
4. U.S. Unix type-6 Country Kit - 1 ea.
5. OPT. INT PCI 10/100 Baset NIC 2 - 1 ea.
6. Flexipack 72-144GB MNM DDS-3 Autol - 1 ea.
7. Cable-68/68 Pin SCSI W/PWR Cord - 1 ea.
8. 4MM 120-Meter DDS3 Tape/Pkg of 10 - 1 ea.
9. DDS Cleaning Cartridges/Pkg of 10 - 1 ea.
10. OPT INT PCI Ultrasci SE Card - 1 ea.
11. OPT INT PCI Ultrasci Diff CRD - 1 ea.
12. Solaris 8 STD- English Only - 1 ea.
13. HPC 61-User Slim Kit SPARC - 1 ea.
14. JAVA Dymanic Management Kit 4.1- 1 ea.
15. SUNMC 2.1.1.2-Server PROD Env SUN Management Center 2.1.1.2 -1. ea.
16. ENT Appl SRVR SW, L10N, Wrkgrp SUN RAY Enterprise Server SOF - 1 ea.
17. ENT APPL SRVR SW, L10N, WRKGRP SUN RAY Enterprise Server SOF - ea.
18. English-Only Media and Install - 1 ea.
19. Large UPS 300VA or Larger - 1 ea.

## PHASE 2 - KAZAKHSTAN C

1. Air Conditioners - 3 ea.
2. Gardall safe - 1 ea.
3. Epson LCD (model 5300) Projector - 1 ea.
4. DXT-RAD extremity option for 6600 TLD reader - 1 ea.
5. Extremity Algorithm (single) - 1 ea.
6. YTK upgrade fro TLD 6600 reader - 1 ea.
7. DXT RAD Rings, Ringlotes 1-499 - 175 ea.
8. Nuetron Sensitive Cards - 200 ea.

## 9. Carrier Cards - 125 ea.

(b) In the event that during contract performance, the contractor determines that the acquisition cost for the above item(s) is to exceed the amount(s) contained in the contractor's proposal, the contractor shall refer to the Limitation of Cost or Funds Clause when either is included in the contract.

(c) Only equipment/property list above, in the quantities shown will be acquired by the contractor. Additional equipment/property may be acquired only after Contracting Officer approval is authorized by an amendment to this clause. The above listed equipment/property is subject to the provisions of the "Government Property Clause."

## 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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	OCT 1995
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
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED-FEE	MAR 1997

52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	NOV 1999
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 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 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 2 years and 6 months.

**I.3 52.219-17 SECTION 8(a) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

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

(2) Except for novation agreements and advance payments, delegates to the 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 Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the ~~owner or owners upon whom 8(a) eligibility was based plan to~~ relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

**I.4 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                    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.5 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**

- 01 Billing Instructions
  - 02 NRC Contractor Organizational  
Conflicts of Interest
  - 03 Contractor Spending Plan (CSP)  
Instructions
  - 04 Procedures for Resolving NRC  
Contractor Differing Profess. Views
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