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|---|--|---|--|-----------------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS RATED ORDER UNDER LPAS (15 CFR 350) | RATING N/A | PAGE OF PAGES 1 36 |
| 2. CONTRACT NO. (Proc. Inst. Ident.) NRC-38-01-283 | | 3. EFFECTIVE DATE 09-29-2001 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. dated 12/7/00 HR-01-283 | |
| 5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555 | | 6. ADMINISTERED BY (If other than Item 5) CODE | | |

| | | |
|---|---------------|---|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) The Advanced Health Education Center ATTN.: Ms. Marilyn Sackett President 8502 Tybor Street Houston TX 77074 | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) |
| | | 9. DISCOUNT FOR PROMPT PAYMENT N/A |
| | | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Block No. 5 |
| 11. SHIP TO/MARK FOR CODE U.S. Nuclear Regulatory Commission Washington DC 20555 | FACILITY CODE | 12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555 |

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| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | 14. ACCOUNTING AND APPROPRIATION DATA B&R No. 1-8415-208114; Job Code M8432; BOC 252A; APPN. 31X0200; Obligated Amount: \$171,000.00 |
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| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|-------------------------------|--|---------------|-----------|-----------------|--------------|
| | The NRC hereby accepts The Advanced Health Education Center's proposal dated September 17, 2001, and revisions thereto, dated September 27, 2001, which are incorporated into and made a part of this contract. Section K as completed by the Contractor is hereby incorporated into this contract by reference. This contract is for the performance of "Diagnostic and Therapeutic Nuclear Medicine and Teletherapy Brachytherapy Training Courses". | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | \$384,110.00 |

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | |
|---|---|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
| 19A. NAME AND TITLE OF SIGNER (Type or print) <i>Marilyn H. Sackett</i> <i>President</i> | 20A. NAME OF CONTRACTING OFFICER <i>Joyce A. Fields</i> |
| 19B. NAME OF CONTRACTOR BY <i>Marilyn H. Sackett</i> (Signature of person authorized to sign) | 20B. UNITED STATES OF AMERICA BY <i>Joyce A. Fields</i> (Signature of Contracting Officer) |
| 19C. DATE SIGNED <i>9.28.01</i> | 20C. DATE SIGNED <i>9/28/01</i> |

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"Diagnostic and Therapeutic Nuclear Medicine/Teletherapy and Brachytherapy Training Courses"

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE 1 (JUN 1988)**

(a) Brief description of work:

facilities, materials, and services to develop and present two training courses entitled "Diagnostic and Therapeutic Nuclear Medicine" and "Teletherapy and Brachytherapy."

(b) Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

I B.3 PRICING SCHEDULE

BASE YEAR

| PRESENTATION UNIT PRICE | ESTIMATED NUMBER OF PRESENTATIONS | FIXED PRICE |
|--|--------------------------------------|-------------|
| 1. Develop training course material for Diagnostic and Therapeutic Nuclear Medicine (One-time Charge) FY 2002 | 1 | \$17,700.00 |
| 2. Training Aids to the NRC (One-time Charge) | 1 | \$ 0 |
| 3. Course 1 Presentation: FY 2002 | 1 | \$34,558.00 |
| 4. Develop training course material for Teletherapy and Brachytherapy (One-time Charge) FY 2002 | 1 | \$21,800.00 |
| 5. Training Aids to the NRC (One-time Charge) | 1 | \$ 0 |

| PRESENTATION UNIT PRICE | ESTIMATED NUMBER OF PRESENTATIONS | FIXED PRICE |
|--|--------------------------------------|--------------|
| (BASE YEAR - Continued) | | |
| 6. Course 2 Presentation: FY 2002 | 1 | \$34,244.00 |
| 7. Travel - Post-Award Conference *Estimate: | | \$ 600.00 |
| TOTAL ESTIMATED COSTS FOR BASE YEAR | | \$108,902.00 |

OPTION YEAR ONE

| PRESENTATION UNIT PRICE | ESTIMATED NUMBER OF PRESENTATIONS | FIXED PRICE |
|---|--------------------------------------|-------------|
| 1. Course Presentation: Diagnostic and Therapeutic Nuclear Medicine FY 2003 | 1 | \$34,558.00 |
| 2. Course Presentation: Teletherapy and Brachytherapy FY 2003 | 1 | \$34,244.00 |
| TOTAL ESTIMATED COSTS FOR OPTION YEAR ONE | | \$68,802.00 |

OPTION YEAR TWO

| | | |
|---|---|-------------|
| 1. Course Presentation: Diagnostic and Therapeutic Nuclear Medicine FY 2004 | 1 | \$34,558.00 |
| 2. Course Presentation: Teletherapy and Brachytherapy FY 2004 | 1 | \$34,244.00 |
| TOTAL ESTIMATED COSTS FOR OPTION YEAR TWO | | \$68,802.00 |

OPTION YEAR THREE

| PRESENTATION UNIT PRICE | ESTIMATED NUMBER OF PRESENTATIONS | FIXED PRICE |
|---|--------------------------------------|-------------|
| 1. Course Presentation: Diagnostic and Therapeutic Nuclear Medicine FY 2005 | 1 | \$34,558.00 |
| 2. Course Presentation: Teletherapy and Brachytherapy FY 2005 | 1 | \$34,244.00 |
| TOTAL ESTIMATED COSTS FOR OPTION YEAR THREE | | \$68,802.00 |

OPTION YEAR FOUR

| PRESENTATION UNIT PRICE | ESTIMATED NUMBER OF PRESENTATIONS | FIXED PRICE |
|---|--------------------------------------|-------------|
| 1. Course Presentation: Diagnostic and Therapeutic Nuclear medicine FY 2006 | 1 | \$34,558.00 |
| 2. Course Presentation: Teletherapy and Brachytherapy FY 2006 | 1 | \$34,244.00 |
| TOTAL ESTIMATED COSTS FOR OPTION YEAR FOUR | | \$68,802.00 |

TOTAL ESTIMATED AMOUNT OF CONTRACT (BASE AND FOUR YEARS) \$384,110.00

*NOTE: Travel performance shall be on a cost-reimbursement basis.

Additional courses may be ordered as necessary in accordance with Section I.5, based on student demand. Therefore, offerors shall propose costs on a per-course basis.

Course dates will be scheduled in accordance with Section C.5.5 and C.6.4.

NOTE: FY = Fiscal Year = October 1 through September 30.

[End of Clause]

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

The firm fixed price of this contract is \$108,902 (Base Year).

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

I C.1 STATEMENT OF WORK

C.0.1 BACKGROUND

As part of its overall mission, the U.S. Nuclear Regulatory Commission (NRC) regulates the use of many (but not all) radioactive materials used in medicine. The NRC licenses and inspects hospitals and other facilities where radionuclides are administered to patients for medical diagnosis, and where radionuclides and sealed sources are used for treatment. The NRC ensures that these activities are conducted in compliance with applicable NRC regulations and license conditions, and identifies situations which might adversely affect the health and safety of patients, workers and the public.

NRC regulations require, in part, that licensees minimize occupational and public radiation doses to as low as reasonably achievable (ALARA) and that they minimize, to the greatest extent possible, the probability of accidental or intentional misuse of radioactive material. To successfully do so, licensee programs must institute policies, procedures and practices which deter administrative and/or human errors, and prevent unauthorized access to, or loss of, regulated radioactive material.

NRC and Agreement State regulatory agencies therefore closely control the manner in which radioactive material is received, stored, controlled and accessed, administered to humans, and ultimately disposed of.

In support of this mission, the NRC conducts special training programs for these regulatory personnel who license and inspect nuclear medicine, teletherapy and brachytherapy activities. This training is intended to maintain and/or augment the technical and analytical competence of these individuals in recognizing unsafe practices and items of regulatory noncompliance.

C.0.2 CONTRACT OBJECTIVE

The objective of this contract is to develop two training courses entitled "Diagnostic and Therapeutic Nuclear Medicine" and "Teletherapy and Brachytherapy" and to present these two courses at least once within one (1) year of the date of award with four (4) additional option years. The contractor shall furnish the necessary personnel, facilities, materials and services to develop and present these courses and any specialized versions of these courses which may be deemed necessary.

C.1 SCOPE

Also reference Attachment No. 1 "Performance Requirement Summary", Attachment No. 2 "Quality Surveillance Plan", and Attachment No. 3 "Surveillance Monitoring Form" in performance of the services required in the scope of the contract.

C.1.1 The contractor shall develop, design and present a 5-day training course for each of the areas: (a) Diagnostic and Therapeutic Nuclear Medicine and (b) Teletherapy and Brachytherapy.

C.1.2 The students will be employees of the US Nuclear Regulatory Commission (NRC), Agreement States, or other Federal agencies; representatives of foreign regulatory agencies; or others as authorized by the NRC project officer.

C.1.3 The training shall convey to the students the knowledge of medical practice involving NRC-licensed radioactive material necessary for them to perform their duties as inspectors and license reviewers. The students shall be provided with topical information such as the medical principles and practices; the technology, equipment and techniques; personnel responsibilities and performance; and radiation safety significance, associated with the various procedures performed within each discipline of (a) Diagnostic and Therapeutic Nuclear Medicine and (b) Teletherapy and Brachytherapy.

C.1.4 The contractor shall accomplish the training using one or more of the following methods, in addition to a tour of a medical facility: direct instruction, other tours, observation, hands-on activities, problem solving, quizzes or any other method(s) deemed appropriate by the contractor.

C.1.5 The desired outcome for both training courses is for the students to acquire applicable and sufficient understanding of the use of NRC-licensed radioactive material in the medical practice of (a) Diagnostic and Therapeutic Nuclear Medicine and (b) Teletherapy and Brachytherapy, necessary for them to protect the health and safety of occupationally and non-occupationally exposed workers and members of the public by verifying that NRC medical licensees conduct their programs safely and reliably, and in compliance with applicable Federal and State regulations.

C.1.6 Successful accomplishment of the desired outcome shall be determined by measuring the students' overall performance on the examination and evaluating the ratings and comments provided by the students on the course and instructor(s) evaluation forms.

C.2 DEFINITIONS

C.2.1 Agreement State - a State which has entered into an agreement with the NRC to perform regulatory activities normally performed by the NRC.

C.2.2 Code of Federal Regulations - The Code of Federal Regulations (CFR) is a codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government. The CFR is divided into 50 titles which represent broad areas subject to Federal regulation. Each title is divided into chapters which usually bear the name of the issuing agency. Each chapter is further subdivided into parts covering specific regulatory areas.

C.2.3 Direct instruction - classroom teaching where an instructor conveys information to the students verbally with the assistance of audio-visual aids (e.g., marker board, view graphs, slides, videos, computerized presentations, etc.).

C.2.4 Dummy source - a realistic imitation in appearance and size, properly identified as such.

C.2.5 Federal lodging rate - the current amount allotted by the federal government for hotel reimbursement for federal employees. The amount for each geographic locality is available on-line at <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>. The amount covers the basic hotel room charge excluding any taxes or surcharges.

C.2.6 Fiscal year - the government financial year beginning October 1 and ending September 30.

C.2.7 Hands-on activities - students are given the opportunity to perform relevant activities normally performed by medical staff (e.g., draw a dose from a vial into a syringe, use a dose calibrator, perform a contamination survey, etc.) provided no patients are involved and the risks to the students and staff can be minimized (e.g., realistic "dummy" sources may be substituted as appropriate).

C.2.8 Instructor's manual - the text used by the instructor during the course. The instructor's manuals shall be of sufficient detail such that a qualified individual who has not previously conducted the course could be expected to present the material in an organized fashion.

C.2.9 NRC - US Nuclear Regulatory Commission

C.2.10 Observation - permitting the students to witness relevant activities conducted by medical staff using actual patients if available and appropriate. Alternatively, students may observe demonstrations using training or hospital personnel to simulate actual patient administrations.

C.2.11 Problem solving - students are given relevant exercises to perform individually or in groups.

C.2.12 Project officer - the contracting officers authorized representative

C.2.13 Student manual - the text used by the students during the course.

C.2.14 Tours - escorted walk-through of the relevant locations in a medical facility

C.3 GOVERNMENT FURNISHED PROPERTY AND INFORMATION

C.3.1 The NRC project officer shall provide the contractor with an electronic copy of a Student Information Sheet, a Course Evaluation Form and an Instructor Evaluation Form which the contractor shall issue to each student at the beginning of each course and collect at the conclusion. Any suggested changes to the forms will be submitted to the NRC project officer for review and approval.

C.3.2 The NRC project officer shall provide the contractor with the NRC website locations where relevant documents (e.g., NRC regulations, Regulatory Guides, information notices, bulletins, etc.) may be downloaded for use in development of the training materials or for distribution to students during the training. In those instances where the contractor requires an NRC document which is not available for download, the NRC project officer shall provide one hard copy to the contractor, if it is available.

C.4 CONTRACTOR FURNISHED ITEMS

C.4.1 The contractor shall provide all necessary instructional materials including student texts, instructor manuals, exercises, handouts, tests and audio-visual media for the conduct of the class. Copies of all these materials including all of the questions developed for use in the final examinations shall be provided to the NRC project officer in both electronic format and hard copy. The software used by the contractor shall be compatible with the current software and version used by the project officer (e.g., Corel WordPerfect, Microsoft PowerPoint, Corel Presentation, Microsoft Excel, etc.).

SECTION C

C.4.2 The contractor shall provide all necessary site support materials and equipment including such items as flip chart and easel, erasable marker whiteboard, videocassette player, overhead projector, computer, video projector and expendable/consumable supplies such as paper, pencils, high lighters, pens, markers and binders. The contractor shall replenish expendable/consumable items as needed to provide for the performance of the work.

C.4.3 The contractor shall provide classroom facilities conducive to a proper learning environment and shall arrange for a class tour to medical facilities for on-site activities. The medical facilities shall have all of the state-of-the-art equipment required to conduct the training. The classroom and medical facilities shall be located in or near a city with convenient access by major commercial air carriers.

C.4.4 If the classroom and the medical facilities are not co-located, the contractor shall provide transportation for the students from the classroom to the medical facility and back on those days when activities are scheduled at the medical facilities.

C.4.5 The contractor shall provide in electronic format and hard copy:

C.4.5.1 a map of the area showing the training location

C.4.5.2 detailed directions from the airport to the training facility

C.4.5.3 a list of hotels with room rates (excluding taxes) at or below the current federal government area lodging rate

C.4.5.4 a list of places to eat in the vicinity of the training

C.4.6 The contractor shall provide qualified instructors who are well versed in all topics to be covered, who are capable of answering in-depth questions on each topic, and who will provide the required training in accordance with the contract.

C.4.7 The contractor shall provide an individual who will be responsible for supervising the performance of work under the contract and who will perform quality assurance in meeting the objectives and goals of the training.

C.4.8 Since some occupational exposure to radiation is anticipated, the contractor shall provide each attendee with a copy of NRC Regulatory Guide 8.29, "Instruction Concerning Risks From Occupational Radiation Exposure," and each female attendee with a copy of NRC Regulatory Guide 8.13, "Instruction Concerning Prenatal Radiation Exposure." The contractor shall obtain signed documentation that these regulatory guides were issued, received, read and understood (students may sign that they have previously read and understand the contents of the guides). The documentation shall be forwarded to the project officer along with the other materials 20 days after the conclusion of the course. These documents may be downloaded from the following website: <http://www.nrc.gov/NRC/RG/08/index.html>

C.4.9 The contractor shall furnish an appropriate personnel monitoring device for each student who is required to be monitored under applicable Federal or State regulations. The results of the monitoring shall be provided to the NRC project officer along with the other materials 20 days after the conclusion of the course or as soon as the results have been received from the dosimetry processor.

C.5 SPECIFIC TASKS

C.5.1 The contractor shall provide two training courses, one for Diagnostic and Therapeutic Nuclear Medicine and another for Teletherapy and Brachytherapy. Each course shall be a maximum of 40 hours, Monday through Friday, beginning no earlier than 7 AM and ending no later than 6 PM, with a maximum of eight on-site hours each day

excluding lunch (e.g., 8 AM to 5 PM with one hour for lunch). At least one presentation of each course will be requested within one year of the date of award. There will be four additional option years during which courses may or may not be requested depending on NRC needs. Additional presentations of each course may be requested each fiscal year. The cost for a given course will remain constant within any given fiscal year. For reference purposes only, at least two presentations of each course have been conducted in the past each year. However, future needs may vary.

C.5.2 In general, the method of training shall be at the discretion of the contractor, however, the training shall include the following:

C.5.2.1 students will be afforded the opportunity to participate in some hands-on activities during the training course to enhance the learning experience; and C.5.2.2 students will observe an activity or procedure (e.g., a mock demonstration in class or as part of the tour) for the purpose of evaluating performance and associated safety significance.

C.5.3 Student background and experience will vary. The contractor shall provide students with a tour of the relevant locations in a medical facility for the purpose of providing an overall familiarity with the applicable medical uses of NRC-regulated radioactive material, so that students will better comprehend concepts presented during lecture. The tour shall familiarize the students with the general medical environment, the applicable personnel, types of radioactive sources, equipment, and the compliance and regulatory controls present in nuclear medicine and radiation therapy departments.

C.5.4 Course and lesson objectives shall be provided in the training materials

C.5.5 The contractor shall schedule routine training courses on dates requested by the NRC project officer before the beginning of each new fiscal year.

C.5.6 Should the NRC determine, no later than 28 days prior to the start of a course, that there is insufficient need to conduct the training, the NRC project officer may reschedule the course without obligation to the government.

C.5.7 Upon completion of each training session, the students shall have a detailed knowledge of:

C.5.7.1 Current medical technology employing NRC-regulated radioactive material including:

C.5.7.1.1 Equipment: (e.g., imaging and therapy units, personnel dosimetry, dose calibrators, radiation detectors, shielding) C.5.7.1.2 Procedures:

C.5.7.1.2.1 For medical administration of radiation C.5.7.1.2.2 For radiation safety: (e.g., contamination control, emergency procedures, keep doses ALARA, training, audits, etc.)

C.5.7.1.3 Radionuclides: (e.g., type, form, amount, use, safety characteristics, security requirements); C.5.7.1.4 Quality assurance (e.g., dose calibrators, quality management program); C.5.7.1.5 Surveys (e.g., personnel and area contamination, area and patient exposure rates); C.5.7.1.6 Record keeping: (e.g., inventory, disposal, written directives, quality management program); C.5.7.1.7 Radiation safety significance associated with various pre and post radiation administration procedures; C.5.7.1.8 Doses to occupationally exposed personnel, the patient, and members of the general public (e.g., typical dose rates for typical administrations) C.5.7.1.9 Personnel responsibilities including those of the:

- C.5.7.1.9.1 Authorized user
- C.5.7.1.9.2 Medical Technician
- C.5.7.1.9.3 Medical Physicist
- C.5.7.1.9.4 Radiation Safety Officer
- C.5.7.1.9.5 Radiation Safety Technician

C.5.7.1.10 Organizational responsibilities including those of the:

C.5.7.1.10.1 Radiation Safety Committee (RSC)

C.5.7.1.10.2 Institutional Review Board (IRB)

C.5.7.2 Emerging Technology Employing Radioactive Material

C.5.7.2.1 Equipment C.5.7.2.2 Procedures C.5.7.2.3 Radionuclides C.5.7.2.4 Record keeping

C.5.7.3 Current applicable NRC regulations C.5.7.4 Peripheral Activities (where applicable) including:

C.5.7.4.1 Radiopharmacy operations

C.5.7.4.2 Receipt of radioactive materials

C.5.7.4.3 Mobile service providers

C.5.7.4.4 Transport of radiopharmaceuticals and medical sources

C.5.7.5 Recent or significant incidents, accidents or events involving the medical use of NRC-regulated radioactive material;

C.5.8 In addition to the above, the contractor shall provide the students with a very brief overview of the uses of equivalent procedures and equipment involving radiation or radioactive material not regulated by the NRC such as external beam radiation therapy (x rays or electrons) produced by linear accelerators and Positron Emission Tomography (PET).

C.5.9 At the conclusion of the training session, students shall demonstrate that they have attained a detailed knowledge of the above by achieving a grade of at least 70% on a final examination. No two final course examinations shall be identical. At least 30% of the questions for each examination shall differ from those used on the previous examination for that course. Multiple choice question shall have at least four (4) distinct responses, and only one of the responses will be correct or obviously most correct. Questions phrased in the negative (i.e., "which of the following is not correct") are not acceptable. Questions in which "None of the Above" and "All of the Above" are possible choices, or questions with more than one correct response (e.g., "a and b") are also not acceptable.

C.5.10 The contractor shall specify the maximum number of students that can be accommodated in each course within the range of 16 to 24. The maximum will depend on the classroom size and the ability of the students to effectively observe or participate during on-site activities. Once established, the maximum number of students in a course will be set for the duration of the contract.

C.5.11 The contractor shall package and ship the student manuals and other material distributed during the course to each individual student's work address at the conclusion of the course.

C.5.12 The NRC may require the contractor to develop modified versions of these courses for specialized audiences, or to emphasize specialized aspects of these subjects. Such modified courses would be either equal or shorter in length than the original courses. The NRC would provide the contractor with the background material necessary to support the modified courses. A specific contract modification establishing the scope of work, milestones, and soliciting a cost proposal would be issued.

C.5.13 The contractor shall conduct all course activities in strict compliance with Title 10 of the Code of Federal Regulations (10 CFR) or equivalent Agreement State radiation control regulations. Student radiation doses incurred during any hands-on exercises, demonstration, tours, etc., shall be kept as low as reasonably achievable (ALARA).

C.5.14 All visual aids purchased or created by the contractor at the expense of this contract, or obtained from the NRC for use in the presentation of these courses, shall become the property of the NRC at the termination of this contract.

C.5.15 Each Offeror shall submit a sample segment from the Student Manual and the Instructor's Manual (both relating to the same topic). The topic shall be "Operation of the Dose Calibrator". The brief segment (no more than two pages), should be representative of a small sub-section within a much broader chapter (e.g., sub-section x.y.z under chapter x, section y). The Offeror shall also prepare one sample visual and one sample exam question associated with this topic. These samples will be considered representative of the appearance, level of detail, accuracy and overall quality of the material anticipated in the final manuals.

C.5.16 The contractor shall maintain the training materials to reflect new technologies, procedures, regulations etc. Information available as of six months before the course begins shall be included in the manuals. More recent information (less than six months) may be incorporated into the manuals, or, at the discretion of the contractor, may be provided to students as a handout until such time as the material can be incorporated into the manuals. Presentations shall always reflect current, up-to-date information.

C.6 MILESTONES

C.6.1 Within thirty (30) days of contract award - a meeting at the contractor's facility.

C.6.2 Within thirty (30) days of contract award - draft Student and Instructor Manual outlines submitted to the NRC Project Officer for review.

C.6.3 Within one hundred (100) days of contract award - draft Student and Instructor manuals, exam questions and visual aids submitted to the NRC Project Officer for review.

C.6.4 Within one hundred and fifty (150) days of contract award - final course materials submitted to the NRC project officer. The contractor shall be ready to present the first set of courses on mutually agreed upon dates specified in a delivery order or in a modification to the contract.

C.7 REPORTS

C.7.1 Within twenty (20) days of completion of a course, the contractor shall submit a Course Presentation Report to the NRC project officer. The report shall contain:

C.7.1.1 A cover letter report discussing course accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student feedback provided in the student course evaluations.

C.7.1.2 Original graded examinations, a list of student grades and the average class grade and standard deviation.

C.7.1.3 Original Student Information Sheets

C.7.1.4 Original Course Evaluation and Instructor Evaluation Sheets, a summary of student evaluations and comments.

C.7.1.5 A written summary listing at least one hands-on-activity that each individual student participated in and for students who opted not to participate, a note signed by the student stating that they were offered the opportunity to participate but declined.

C.7.1.6 Documentation signed by the students establishing that Regulatory Guides 8.29 and 8.13 were issued, received, read and understood.

C.7.1.7 Individual dose monitoring records as applicable. If processing of dosimeters takes longer than twenty (20) days, reports of monitoring records shall be submitted within five (5) days of receipt of the results from the processing organization.

C.7.1.8 One copy each of the student and instructors manual if either manual used during the course is different from the one previously submitted to the Project Officer

C.7.2 The contractor shall furnish a final report in letter format by the end date of the contract. Three (3) copies shall be sent to the NRC Project Officer and one (1) copy to the NRC Contract Administrator. The report shall contain as a minimum:

C.7.2.1 A technical summary of the work completed.

C.7.2.2 Any problems or delays encountered and their solutions.

C.7.2.3 Recommendations for improvements.

C.7.3 Submission of the final report and transfer of all government furnished materials and all contractor developed materials shall be accomplished prior to the contract expiration date.

NOTE: This is a Performance-Based requirement. Please refer to Attachment 1 "Performance Requirement Summary" of the contract, for the specific performance requirements and standards identified for the contract scope of work.

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) | |
| 52.246-4 | INSPECTION OF SERVICES--FIXED-PRICE | AUG 1996 |

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 |
|-----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |

**F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on October 1, 2001 and will expire on September 30, 2002. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional four (4) years.

F.3 REPORTING REQUIREMENTS AND DELIVERABLES**F.4 DELIVERABLES**

For each course, the contractor shall provide to the NRC Project Officer:

- a. within twenty (30) days after award, three (3) copies of a draft student manual outline and a draft course presentation outline. The NRC Project Officer will provide his review of the material within ten (10) days after receipt from the contractor. The contractor shall correct any deficiencies and resubmit the material within five (5) days after receipt of NRC Project Officer comments.
- b. within sixty (60) days after acceptance of the outlines specified in section F.2.1a, three (3) draft copies of a student manual, instructors manual, exam questions and visual aids. The contractor shall carefully proof all materials submitted. The NRC Project Officer will provide his review/approval of the material within twenty (20) days after receipt from the contractor. The contractor shall correct any deficiencies and resubmit the material within ten (10) days after receipt of NRC Project Officer comments.
- c. within twenty (20) days after acceptance of the material specified in section F.2.1b, three (3) copies of final course materials including:
 1. student manual
 2. instructor's manual
 3. bank of examination questions and answers (sections C.5.9)
 4. visual aids (slides, view graphs, videos, or other)

One computer diskette or CD copy of all materials specified in section F.2.1c(1) through (5) (in the most current version of WordPerfect for PC) shall be forwarded to the NRC Project Officer. Computer generated visual aids (such as view graphs or PowerPoint), shall also be provided to the NRC Project Officer on computer diskettes or CD. All electronic files will be produced using software compatible with NRC software.

F.5 COURSE PRESENTATION REPORTS

Within twenty (20) days of completion of a course presentation, the contractor shall submit a Course Presentation Report to the NRC Project Officer. The report shall contain:

a. A cover letter report discussing course accomplishments, problems, and recommendations for improvement. The recommendations shall consider the student feedback provided in the student course evaluations.

b. Examination booklets (originals), graded answer sheets (originals), a blank exam with answer key, a list of student grades, and the average class grade and standard deviation.

c. Original student evaluations and a summary of student comments.

d. Individual dose monitoring records as applicable (two copies). If processing of dosimeters takes longer than twenty (20) days, reports of monitoring records shall be submitted within five (5) days of receipt of the results from the processing organization.

F.6 FINAL REPORT

The contractor shall furnish a final report in letter format by the end date of the contract. One (1) copy shall be sent to the NRC Project Officer and one (1) copy to the NRC Contract Administrator. The report shall contain as a minimum:

- a. A technical summary of the work completed.
- b. Any problems or delays encountered and their solutions.
- c. Recommendations for improvements.

Submission of the final report and transfer of all government furnished materials, and all contractor developed materials, shall be accomplished prior to the contract expiration date.

F.7 PERIOD OF PERFORMANCE

This contract shall become effective on the effective date as specified in block 3 of the SF-26, and shall continue for one (1) year with four (4) option years for a maximum of five (5) years.

The NRC anticipates at least one (1) presentation of each course although additional courses may be ordered if needed.

Course dates shall be mutually agreed upon and shall be established by delivery order or modification to the contract.

Should the NRC determine, no later than 28 days prior to the time a course session is to begin, there is insufficient need to conduct the training, the NRC may reschedule the session without obligation to the government.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2**

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

Name: John Ricci
Address: U.S. Nuclear Regulatory Commission
Technical Training Center
Technical Training Division, AED
Washington, DC 20555
Telephone Number: (423) 855-6514

(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.
- (4) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

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

- (a) Total expenditure for travel may not exceed \$600.00 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.

G.3 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

Russell Anderson

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

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 No. 6. 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:

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

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

H.4 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.

IH.5 H.5 NRC FURNISHED MATERIAL

Upon request, the NRC will furnish the contractor with at least one copy of applicable NRC documents deemed necessary to support course development and presentation, such as Regulatory Guides, Information Notices, Bulletins and NUREGs. If these documents are available on the NRC website, the contractor may be provided with the URL and directed to download the appropriate information. The NRC will also furnish one copy of a student information sheet, a course evaluation form and an instructor evaluation form. The contractor shall reproduce these items for distribution to the students.

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 | MAR 2001 |
| 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 |
| 52.215-8 | 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 |
| 52.215-14 | INTEGRITY OF UNIT PRICES | OCT 1997 |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998) | DEC 1998 |
| 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 |

| | | |
|-----------|--|----------|
| 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) | JAN 1999 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 2000 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000) | OCT 2000 |
| 52.219-16 | LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN | JAN 1999 |
| 52.222-3 | CONVICT LABOR | AUG 1996 |
| 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | FEB 2001 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | FEB 1999 |
| 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | APR 1998 |
| 52.222-36 | 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 | MAR 2001 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL 2000 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 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 |
| 52.232-1 | PAYMENTS | APR 1984 |
| 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | MAY 1997 |
| 52.232-11 | EXTRAS | 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 I (APR 1994) | AUG 1987 |
| 52.244-2 | SUBCONTRACTS | AUG 1998 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS | MAR 2001 |
| 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 |

52.249-8
52.253-1

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
COMPUTER GENERATED FORMS

APR 1984
JAN 1991

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/1/01 through 9/30/02.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 9/30/02.

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.6 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 5 years.

I.7 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2001)

(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. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

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 N/A 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 actor 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 disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.8 52.232-25 PROMPT PAYMENT (MAR 2001)

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 sections 2.101 and 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 N/A 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 N/A 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 N/A (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 N/A 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.9 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 | DATE | NO. PAGES |
|----------------------|---|----------|--------------|
| 1 | Performance Requirement Summary | 8/22/01 | 11 |
| 2 | Quality Surveillance Plan | 8/22/01 | 3 |
| 3 | Surveillance Monitoring Form | 8/22/01 | 1 |
| 4 | Fixed Price Billing Instructions | 3/1996 | 3 |
| 5 | Subpart 2009.5 - Organizational Conflict of Interest | 10/12/99 | 12 |
| 6 | ACH Vendor/Miscellaneous Payment Enrollment Form | 12/90 | 3 |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|---|--|---|---|-------------------------|
| <p>Applicable and sufficient understanding of Diagnostic and Therapeutic Nuclear Medicine - equipment, sources and procedures</p> <p>Applicable and sufficient understanding of Teletherapy and Brachytherapy - equipment, sources and procedures</p> | <p>C.1.5 C.1.6 C.4.6 C.5.7 C.5.9</p> | <p>95% of the students in each class shall achieve at least 70% on the final examination</p> <p>Ratings and specific comments by students on course and instructor evaluations will be considered</p> | <p>A final examination will be administered to each student at the conclusion of each course</p> <p>A course and instructor(s) evaluation forms will be administered to each student at the beginning of the course, and will be collected on the final day of the course.</p> | |
| <p>Visual and practical understanding of Diagnostic and Therapeutic Nuclear Medicine</p> <p>Visual and practical understanding of Teletherapy and Brachytherapy</p> | <p>C.5.2 C.5.3</p> | <p>Each student shall be given the opportunity to participate in at least one hands-on activity</p> | <p>Contractor shall provide a written summary listing at least one activity that each individual student participated in. For students who opt not to participate, a note signed by the student stating that they were offered the opportunity to participate but declined shall be obtained.</p> | |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|--|--------------------|---|---|--|
| Course relevancy and Instructor qualifications | C.1.6 C.4.6 | <p>At least 95% of students shall rate each training course "Satisfactory" or better based on results of Course Evaluation Form</p> <p>At least 80% of students shall "Agree" or "Strongly Agree" with each rating element for each instructor based on results of Instructor Evaluation Form</p> | Project Officer shall review Course Evaluation Forms and Instructor Evaluation Forms. | <p>If at least 95% of the students rate the course "Good" or better and at least 90% of the students "Agree" or "Strongly Agree" with each rating element for all instructors during a single course increase the course fee by 1%.</p> <p>If more than 5% of the students rate the course less than "Satisfactory" or if more than 20% of the students "Disagree" or "Strongly Disagree" with each rating element for all instructors during a single course reduce the course fee by 1%.</p> |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|--------------------------|--------------------|--|--|-------------------------|
| Course improvement | C.7.1.1 | <p>Student suggestions for improvement listed on Course or Instructor Evaluation Forms shall be evaluated within 20 days of end of course. If a suggestion is rejected or only partially accepted, the contractor shall explain in writing the basis for the decision.</p> <p>Suggestions that are within the scope of the contract and are approved shall be implemented prior to the next presentation of that course.</p> | Project Officer shall review comments made by students on Course and Instructor Evaluation Forms | |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|--------------------------|------------------------------|--|---|-------------------------|
| Current information | C.5.7.1 C.5.7.3 C.5.16 | Training materials (student and instructor manuals) shall reflect new technology and regulations to include information available as of six months before the course begins. More recent information (less than six months) may be incorporated into the manuals or provided to students via handout. Presentations shall always reflect current up-to-date information. | Contractor shall submit 1 copy of Course and Instructor Manuals to Project Officer after each course. Any changes in the manuals from previous submissions will be clearly identified. Project Officer and Subject Matter Expert (SME) (if needed) will review manuals for accuracy and compliance with requirement to reflect current information. | |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|--------------------------|--------------------|--|--|---|
| Course scheduling | C.5.5 C.5.6 | Contractor shall schedule routine training courses on dates requested by NRC before the beginning of each new Fiscal Year. | Project Officer shall propose course dates prior to each new Fiscal Year. Contractor shall provide courses on those dates or propose alternates. | <p>If the contractor is able to (a) meet NRC requirements for additional training sessions (other than ones scheduled at the beginning of each Fiscal Year), or (b) provide modified training courses that fall within the scope of the contract, and is able to provide (a) and (b) on a schedule specified by the NRC, increase the course fee by 1%.</p> <p>If the NRC cancels or postpones a scheduled course within 28 days of the beginning of the course, increase the course fee by 1% on the next course.</p> <p>If the contractor cancels or postpones a scheduled course at any time, reduce the course fee by 1%.</p> |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|--------------------------------------|---------------------------|---|--|------------------------------------|
| Course materials | C.4.1 | The contractor shall provide all necessary instructional materials in both electronic format (software compatible) and hard copy | Project Officer shall review course materials for completeness and ensure that electronic format is compatible. | |
| Site support materials and equipment | C.4.2 | The contractor shall provide all necessary site support materials and equipment and shall replenish expendable/ consumable items as needed. | Project Officer or designated observer shall determine whether necessary items are available by direct observation or review of Course Evaluation Forms. | |
| Classroom facilities | C.4.3 | The contractor shall provide classroom facilities conducive to a proper learning environment and shall arrange for access to medical facilities for on-site activities. | Project Officer or designated observer shall determine whether classroom meets training needs by direct observation or review of Course Evaluation Forms. | |
| Student transportation | C.4.4 | If not co-located, the contractor shall provide transportation for the students from the classroom to the medical facility and back. | Project Officer or designated observer shall determine whether adequate transportation is provided by direct observation or review of Course Evaluation Forms. | |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|--------------------------|--------------------|--|--|-------------------------|
| Logistical information | C.4.5 | The contractor shall provide a map, directions, hotel and restaurant list in electronic format and hard copy | Project Officer or designated observer shall determine whether information provided is adequate to meet student's logistical needs by direct observation or review of Course Evaluation Forms. | |
| Qualified instructors | C.4.6 | The contractor shall provide qualified instructors who are well versed in all topics to be covered, who are capable of answering in depth questions on each topic and who will provide the required training in accordance with the contract | Project Officer or designated observer shall determine whether instructors are qualified by direct observation or review of Course and Instructor Evaluation Forms. | |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|--------------------------|--------------------|--|---|-------------------------|
| Responsible individual | C.4.7 | The contractor shall provide an individual who will be responsible for supervising the performance of work under the contract and who will perform quality assurance in meeting the objectives and goals of the training. | Project Officer or designated observer shall determine whether the responsible individual is exercising adequate control over the course by direct observation or review of Course Evaluation Forms. The Project Officer shall review course reports to determine whether problems are being identified and resolved. | |
| Radiation Safety | C.4.8 C.5.13 | The contractor shall provide each applicable attendee a copy of NRC Regulatory Guide 8.29 and 8.13. The contractor shall obtain signed documentation that these regulatory guides were issued, received, read and understood and shall forward documentation to the Project Officer. | Project Officer or designated observer shall determine whether the Regulatory Guides are being distributed by direct observation or review of Course Evaluation Forms. The Project Officer shall review the appropriate attachments to the Course Report to determine whether documentation is adequate. | |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|---------------------------|--------------------|--|---|-------------------------|
| Radiation dosimetry | C.4.9 C.7.1.7 | The contractor shall furnish a personnel monitoring device for each student who is required to be monitored under applicable federal or state regulations. The results shall be provided to the NRC Project Officer. | Project Officer shall determine whether the contractor has adequately evaluated the need for dosimetry and shall review the dosimetry records if dosimetry is issued. | |
| Shipping course materials | C.5.11 | The contractor shall package and ship the student manuals and other material distributed during the course to each individual student's work address at the conclusion of the course. | Project Officer shall determine by direct observation or discussions with students whether the contractor has provided adequate shipping services for student training materials. | |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|--------------------------|--------------------|---|---|--|
| Course Reports | C.7.1 | Within twenty days of completion of a course, the contractor shall submit a Course Presentation Report to the NRC Project | Project Officer shall review Course Presentation Reports to determine (a) whether they have been issued on schedule (b) whether all the required attachments are provided and (c) whether relevant issues have been adequately addressed. | <p>If the contractor does not submit to the Project Officer within 20 days of course completion, one Course Evaluation Form, one Instructor Evaluation Form and one graded Examination completed by each student, reduce the course fee by 1%.</p> <p>If any of the student examinations are graded incorrectly as compared to the answer key provide to the Project Officer by the contractor, reduce the course fee by ½%.</p> |

| Performance Requirements | Contract Paragraph | Performance Standard | Contract Administration | Deductions & Incentives |
|--------------------------|--------------------|---|--|---|
| Course Enrollment | C.5.10 | <p>The contractor shall specify the maximum number of students that can be accommodated in each course. The maximum will depend on the classroom size and the ability of the students to effectively observe or participate during on-site activities. Once established, the maximum number of students in a course will be set for the duration of the contract.</p> | Project Officer shall review the maximum number of students specified by the contractor to determine if it is adequate to meet the training needs of the Agency. | <p>Although the course enrollment will be limited as specified by the contractor, if the Project Officer requests, and the contractor grants, a maximum of one additional student in a course to accommodate an emergency need, increase the course fee by 3%. NOTE: The Project Officer or, in his place, a designated observer may attend any course for the purpose of monitoring contractor performance without additional cost. Such individuals will not be considered students.</p> |

QUALITY ASSURANCE SURVEILLANCE PLAN
CONTRACT NO. NRC-38-01-283

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed pursuant to the requirements of FAR 37.602-2 for Contract No. NRC-38-01-283. This plan sets forth procedures that will be used in evaluating the technical performance of the contractor.

A. Purpose of the QASP

1. The QASP is intended to accomplish the following:
 - a. Define the roles and responsibilities of participating government officials;
 - b. Define the types of work to be performed;
 - c. Describe the evaluation methods that will be employed by the government in assessing the contractor's performance;
 - d. Provide copies of the quality assurance monitoring forms that will be used by the government in documenting and evaluating the contractor's performance; and
 - e. Describe the process of performance documentation.
2. The contractor has developed a Quality Control Plan (QCP) which sets forth procedures and responsibilities for controlling high quality work. The contractor has designated his employee, Peggy Hoosier, to be responsible for implementation of the QCP.

B. Roles and Responsibilities of Government Officials

The following government officials will participate in assessing the quality of the contractor's performance. Their roles and responsibilities are described as follows:

1. John Ricci will serve as the NRC Project Officer and be responsible for monitoring, assessing, recording and reporting on the technical performance of the contractor in accordance with the "Performance Requirement Summary". The PO will have primary responsibility for completing "Surveillance Monitoring Forms" which will be used to document the inspection and evaluation of the contractor's work performance.
2. Joyce Fields will serve as the NRC Contract Specialist (CS) and has overall responsibility for overseeing the contractor's performance. The CS will also be responsible for the day-to-day monitoring of the contractor's performance in the area of contract compliance and contract administration; reviewing the PO's assessment of the contractor's performance; and resolving all differences between the PO's version and the contractor's version.

C. Types of Work Performed

1. Training

The contractor shall instruct the Diagnostic and Therapeutic Nuclear Medicine Course and the Teletherapy/Brachytherapy Course.

2. Training Support

- a. The contractor shall provide each student with appropriate training materials in accordance with Section C.5.4.
- b. The contractor shall provide the students with tours of relevant facilities and appropriate hands-on activities to reinforce classroom presentations in accordance with Section C.5.2 and C.5.3.
- c. The contractor shall provide adequate facilities as well as the necessary support materials and equipment to present the classroom instruction in accordance with Section C.4.2 and C.4.3.
- d. The contractor shall provide transportation for the students to and from the classroom facility and the medical facilities if they are not co-located in accordance with Section C.4.4.
- e. The contractor shall utilize appropriate visual aids (view graphs, slides, etc.) to assist the student's understanding of the subject matter in accordance with Section C.4.1.
- f. The contractor shall utilize learning objectives for each course lecture, and an Instructor's Manual presenting the course lectures, problems, exercises and demonstrations in accordance with Section C.4.1 and C.5.4.
- g. The contractor shall provide to the NRC Project Officer copies of all the training materials in accordance with Section C.4.1.
- h. The contractor shall furnish personnel monitoring equipment for each student if appropriate in accordance with Section C.4.9.
- i. The contractor shall package and ship course materials to the students upon completion of the course in accordance with Section C.5.11.
- j. Within 20 calendar days of completion of a course presentation, the contractor shall submit a Course Presentation Report to the NRC Project Officer in accordance with Section C.7.1.

D. Methods of Surveillance

1. The PO will monitor at least one actual classroom presentation to determine if training is effective; i.e., instructor succinctly and accurately imparts information and knowledge, responds to students questions and remarks and maintains course schedule.
2. Information from course evaluations and tests will be evaluated to determine if course objectives and performance measurements have been met.

E. Quality Assurance Forms and Report

2. The PO will use the Surveillance Monitoring Form (Attachment No.9) to document and evaluate the contractor's performance under the contract.
3. The PO will judge each requirement in accordance with the performance standards and performance requirements stated in the Performance Requirements Summary (PRS).
4. The PO will substantiate all requirements which the PO judges to be indicative of "unacceptable" performance. Performance at the "acceptable" level is expected from the contractor and need not be substantiated.
5. The PO will forward copies of all completed surveillance monitoring forms to the CO and contractor upon completion of the form. The contractor is required to respond in writing to any negative QA monitoring form(s) within 5 working days after receipt of the form.

F. Analysis of Surveillance Results

The CO will review each monitoring form prepared by the PO. When appropriate, the CO may investigate the performance event further to determine if all the facts and circumstances surrounding the event were considered in the PO's opinions outlined on the forms. The CO will discuss every event receiving a substandard rating with the contractor prior to taking the reduction in price.

Contract No. NRC-38-01-283

Attachment 3
Dated: 8/22/01

CONTRACT NO. NRC-38-01-283

SURVEILLANCE MONITORING FORM
(To be Performed After the Completion of Each Course)

Instructor's Name: _____

Date of Course: _____

| CONTRACT REQUIREMENT | CONTRACT PARAGRAPH # | METHOD OF SURVEILLANCE | DATE ACCOMPLISHED | COMPLIANCE |
|--------------------------------------|----------------------|--|-------------------|------------|
| Conduct Course | C.4 C.5.1 | 100% Inspection or review Evaluation Forms | | |
| Update Instructional Materials | C.5.16 | 100% Inspection | | |
| Submit Report | C.7.1 | 100% Inspection | | |

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

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

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

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

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

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

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

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

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

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3

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

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

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

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

Contract No. NRC-38-01-283 Attachment No. 5 (Dated: 8/22/01)

**U.S. Nuclear Regulatory Commission Acquisition Regulation
Final Rule effective October 12, 1999**

Subpart 2009.5 – Organizational Conflicts of Interest

§2009.500 Scope of subpart.

In accordance with 42 U.S.C. 2210a., NRC acquisitions are processed in accordance with §2009.570, which takes precedence over FAR 9.5 with respect to organizational conflicts of interest. Where non-conflicting guidance appears in FAR 9.5, that guidance must be followed.

§2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

(a) It is the policy of NRC to avoid, eliminate, or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by the NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations that might arise. However, examples are provided in these regulations to guide application of this policy guidance. The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

Contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with the NRC.

Evaluation activities means any effort involving the appraisal of a technology, process, product, or policy.

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

- (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or
- (2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term potential conflict of interest is used to signify those situations that-

- (1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or
- (2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding \$10,000.

Technical consulting and management support services means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require that the contractor be given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?

(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(1) The offeror or contractor shall disclose information that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

(i) Where the offeror or contractor provides advice and recommendations to the NRC in the same technical area where it is also providing consulting assistance to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC, or would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:

(i) Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs that could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1)(i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

(ii) Guidance. An NRC contract for that particular work normally would not be awarded to the ABC Corp. because the company would be placed in a position in which its judgment could be biased in relationship to its work for the NRC. Because there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2)(i) Example. The ABC Corp., in response to an RFP, proposes to perform certain analyses of a reactor component that is unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which could motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work with the private sector that could create a conflict during the performance of the NRC contract. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3)(i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing,

implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4)(i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information, developed about the performance of the reactor component under the contract, is proposed to be used.

(5)(i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-72(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6)(i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If

no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

(7)(i) Example. The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) Guidance. Section 2052.290-72(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

(8)(i) Example. ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) Guidance. The Contracting Officer would allow the contractor to proceed with the solicitation because it is not in the same technical area as the NRC work; and the potential for technical bias by the contractor because of financial ties to the utility is slight due to the relative value of the two contracts.

(9)(i) Example. The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) Guidance. An NRC contract would not normally be awarded to ABC Corp. because these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

(1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§2009.570-4 Representation.

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-71 must be included in solicitations and contracts resulting from unsolicited proposals. The contracting officer must also include this provision for task orders and contract modifications for new work for:

- (1) Evaluation services or activities;
- (2) Technical consulting and management support services;
- (3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

§2009.570-5 Contract clauses.

(a) General contract clause. All contracts and simplified acquisitions of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-72.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

- (1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;
- (2) Software exclusion clauses;
- (3) Clauses which require the contractor (and certain of its key personnel) to avoid **certain** organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

§2009.570-6 Evaluation, findings, and contract award.

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

- (a) Disqualify the offeror from award;
- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §2009.570-9.

§2009.570-7 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

§2009.570-8 Subcontracts.

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

§2009.570-9 Waiver.

(a) The contracting officer determines the need to seek a waiver for specific contract awards with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Senior Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest.

(3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) The justification and approval documents for any waivers must be placed in the NRC Public Document Room.

§2009.570-10 Remedies.

In addition to other remedies permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

2052.209-71 Contractor organizational conflicts of interest (representation).

As prescribed in §2009.570-4(b) and §2009.570-8, the contracting officer must insert the following provision in applicable solicitations and in contracts resulting from unsolicited proposals. The contracting officer must also include the following in task orders and contract modifications for new work.

Contractor Organizational Conflicts of Interest Representation (Oct 1999)

I represent to the best of my knowledge and belief that:

The award to _____ of a contract or the modification of an existing contract does / / does not / / involve situations or relationships of the type set forth in 48 CFR 2009.570-3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing that describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts;
- (2) Disqualify the offeror; or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

(End of Provision)

§2052.209-72 Contractor organizational conflicts of interest.

As prescribed at §2009.570-5(a) and §2009.570-8, the contracting officer must insert the following clause in all applicable solicitations, contracts, and simplified acquisitions of the types described; §2009.570-4(b):

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.

(End of Clause)

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC):

31000001

ACH FORMAT:

CCD+

CTX

CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

(301) 415 - 7520

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCK BOX NUMBER:

ACH FORMAT:

CHECKING

SAVINGS

LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

()

Instructions for Completing SF 3881 Form

1. Agency Information Section -- Federal agency prints or types the name and address of the Federal Program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section -- Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section -- Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782, and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

ELECTRONIC FUNDS TRANSFER

ADDENDA SAMPLES

Remember...ACH addenda records can be up to 94 characters long. The first 3 positions are "705". The next 80 positions are available to provide information about the payment. The last 11 positions are reserved for the special addendum sequence number (4 positions) and the entry detail sequence number (7 positions). Below are sample addenda records that you will receive:

Sample 1 LATE INVOICE PAYMENT with Prompt Pay Interest Penalty Notice

705RMT*IV*01234***Includes Interest of \$25.00 at 12% for 6 days\00019876543**

where, ***RMT*** is ANSI Segment Identifier Code for Remittance Advice
 *** separates the data elements; multiple *** indicate intermediate data elements not used in the segment
 IV is ANSI Reference Number Qualifier Code for Seller's Invoice Number
 01234 (Reference Number) represents the seller invoice number
 Includes Interest of ... (Description) clarifies the related data elements and their content
 ^ terminates the segment

Sample 2 UTILITY PAYMENT

705RMT*CR*9999.999999\00019876544

where, ***CR*** is ANSI Reference Number Qualifier Code for Customer Reference Number
 9999.999999 represents the customer reference number

Sample 3 CONTRACT PAYMENT

705RMT*CT*7890987\00019876545

where, ***CT*** is ANSI Reference Number Qualifier Code for Contract Number
 7890987 represents the contract number

Sample 4 LOCKBOX PAYMENT

705RMT*IV*12345\REF*LB*269\00019876546

where, ***12345*** represents the invoice number
 REF is ANSI Segment Identifier Code for Reference Numbers
 LB is ANSI Reference Number Qualifier Code for Lockbox
 269 represents the lockbox number

Sample 5 INVOICE PAYMENT (DATED)

705RMT*IV*43265\DTM*003*891227\00019876547

where, ***43265*** represents the invoice number
 DTM is ANSI Segment Identifier Code for Date/Time Reference
 003 is ANSI Date/Time Qualifier Code for Invoice
 891227 (Date) represents the invoice date, formatted ***YYMMDD***