

AWARD/CONTRACT

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

RATING

N/A

PAGE OF PAGES

1

27

2. CONTRACT ID (Proc. Inst. Ident.)
NRC-03-02-039

3. EFFECTIVE DATE
09-30-2002

4. REQUISITION/PURCHASE REQUEST/PROJECT NO
NRR02039

5. ISSUED BY
U.S. Nuclear Regulatory Commission
Division of Contracts
Attn: T-7-I-2
Contract Management Center 1
Washington DC 20555

CODE

6. ADMINISTERED BY (If other than Item 5)
U.S. Nuclear Regulatory Commission
Div of Contracts
Two White Flint North - MS T-7-r-2
Washington, DC 20555

CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
8 (a) Subcontractor

JW Associates, LLC
Attn: Paula W. Caldwell, CEO
850 Sligo Avenue
Suite 300
Silver Spring MD 20910

8. DELIVERY

FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:

ITEM

11. SHIP TO/MARK FOR
U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
MailStop: O-5H4
Attn: Sharon Bell
Washington DC 20555

CODE

FACILITY CODE

12. PAYMENT WILL BE MADE BY
U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-K-4
Attn: (insert contract or order number)
Washington DC 20555

CODE

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

10 U.S.C. 2304(c)(1) 41 U.S.C. 254(c)(5)

14. ACCOUNTING AND APPROPRIATION DATA
220-15-101-112 J2941 252A 31X0200.220
Obligation Amount: \$60,000.00

| 1. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|-------------|--|---------------|-----------|-----------------|-------------|
| | SEE SECTION B FOR SCHEDULE OF SERVICES Project Title: Conference Support Services for the US NRC's Regulatory Information Conference Type of Contract: CFFF/Task Ordering Period of Performance: 3 Yrs with 2 One-Year Option Periods | | | | |

15G. TOTAL AMOUNT OF CONTRACT \$180,364.60

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return two copies to issuing office.)
Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise noted 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.)

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 commences 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.

17. NAME AND TITLE OF SIGNER (Type or print)
Paula W. Caldwell

18A. NAME OF CONTRACTING OFFICER
Sharon D. Stewart

17. NAME OF CONTRACTOR
Paula W. Caldwell
(Signature of person authorized to sign)

19C. DATE SIGNED
9/30/02

18B. UNITED STATES OF AMERICA
Sharon D. Stewart
(Signature of Contracting Officer)

20C. DATE SIGNED
9/30/02

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

"Conference Support Services for the U.S. Nuclear Regulatory Commission's (NRC) Annual Regulatory Information Conference (RIC)"

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

(a) Brief description of work:

The Contractor shall provide conference planning expertise on a task ordering basis to assist NRC staff in conducting the annual Regulatory Information Conference.

(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.

B.3 CONSIDERATION AND OBLIGATION---TASK ORDERS

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$180,364.60. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the Contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The total estimated cost to the Government for full performance of this contract for Option Year 1 is \$65,017.52.

(c) The total estimated cost to the Government for full performance of this contract for Option Year 2 is \$67,668.58.

(d) Total funds in the amount of \$60,000.00 are obligated on the basic contract. After utilization of the \$60,000.00, remaining funds will be obligated on each task order.

(e) A total estimated cost as well as any fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully funded task orders and 52.232-22 - Limitation of Funds for incrementally funded task orders, issued hereunder.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

Each year, the Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation (NRR), hosts a conference with the nuclear industry to discuss safety and regulatory issues of mutual interest. The NRC Regulatory Information Conference (RIC) 2003, is scheduled for April 16, 17, and 18, 2003, at the Capital Hilton Hotel, 16th and K Streets, NW, Washington, D. C. This will be the 15th annual RIC and will be a two (2) day conference (one-half day Wednesday, April 16; a full day, Thursday, April 17; and one-half day Friday, April 18, 2003.

The RIC is an opportunity for senior NRC management to meet with counterpart senior nuclear industry managers to discuss safety and regulatory issues of mutual interest. The overall objective of the RIC is to provide a managerial level communication forum between the regulator and those regulated regarding safety initiatives and regulatory issues.

Each year attendance at the RIC has increased to a high point last year of over 1,200 attendees. The majority of RIC attendees are upper managers (presidents, vice presidents, CEO's and CNO's (Chief of Nuclear Operations) of corporations and companies in the nuclear power industry, including manufacturers, architect/engineering firms, vendors, news media and law firms, as well as, government executives from state, local and federal government agencies, and representatives of foreign countries. In addition, the RIC is open to NRC's other stakeholders including the public. At this time, there is no conference attendee charge for the RIC, however, advance registration for the annual RIC is required either through the NRC RIC web site, or by mail, facsimile or telephone.

The NRC RIC 2003 web site will include an electronic registration form and other conference information (directions to the hotel site, cost of hotel sleeping rooms, etc.), the current year conference program, keynote speakers' biographies, as well as links to other pertinent information web sites. The "Past RIC Information" includes the previous year's programs, meeting statistics and slides and speeches from past conferences, as well as, an historical perspective of RIC topics from 1992-2002. NRC staff will update the RIC web page as necessary to provide the latest up-to-date conference information.

The NRC has a previously established purchase order with the Capital Hilton for meeting space and audio visual requirements for RIC 2003 and 2004. Also, provided for in the hotel purchase order are sleeping room and government rate room blocks, as well as, registration space and on-site office center use. The NRC Project Officer (PO) will coordinate all aspects of the hotel requirements directly with the hotel representative. For information and coordination, the support Contractor Project Manager (PM) shall attend meeting(s) between the hotel and the NRC PO.

C.2 OBJECTIVE

The objective of this contract is to obtain conference planning expertise on a task ordering basis to assist the NRR staff in conducting attendee registration and facilitating the meeting sessions at the annual RIC. The first task order under the contract will cover RIC 2003.

C.3 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

Contractor personnel shall have demonstrated overall experience and capability to provide the services specified in the Task Order (TO) work requirements.

It is the responsibility of the Contractor to assign technical staff, employees, subcontractors, or specialists who have the required educational background, experience, or combination thereof to meet both technical objectives of the work specified in the Statement of Work (SOW). The Government will rely on representations made by the Contractor concerning the qualifications of the personnel assigned to the TO, including assurance that all information contained in

the Contractor's technical and cost proposals, including resumes, is accurate and truthful.

C.4 WORK REQUIREMENTS AND SCHEDULE

A. Prior to December 2002, NRC will mail RIC 2003 invitations. The invitation will contain a mail-back registration form which registrants will mail or fax back to the RIC support Contractor. The invitation will include instructions on how to register via mail, telephone, e-mail, facsimile, or web site registration. All hard copy mailed forms, facsimiles, telephonic, registrations will be directed to and received by the Contractor. Once this task order is effective, the Contractor will begin to receive electronic registrations from the NRC RIC web site. If on-line web registration is initiated before the task order is issued, the NRC will provide an electronic database containing any electronic registrations received before the effective date of the TO to the support Contractor.

B. As a minimum, the Contractor shall provide the following:

C.4.1 RIC 2003 REGISTRATION DATABASE COMPILATION

The Contractor shall compile a comprehensive registration database using the ACCESS database format provided by NRC for all RIC 2003 attendee registration information.

(a) The RIC 2003 database shall consist of the registrant's first name, middle name or initial (if given), last name, and other information if applicable such as, organization name, sub-organization name, title, mailing address, city, state and zip code, telephone and fax numbers, e-mail address, and comments. NRC has developed an electronic program which will update the electronic registrations automatically. NRC will provide to the Contractor an MS Access database .mdb file which will contain the database structure. Up to two (2) Contractor database personnel shall attend an up to two (2) hour training session at NRC. The Contractor will input the hard copy mail, fax and telephonic registrations into the database via the NRC registration electronic form.

(b) The Contractor shall screen all registration submissions and resolve registration duplications, for instance when a registrant submits a web-site registration form and also a hardcopy form or a second web registration correcting a previous submission.

(c) Via weekly email to the NRC PO the Contractor shall provide the latest RIC 2003 registration database containing all registrations received by the Contractor from all sources as of the date of the report. The weekly email report will be due each Monday starting on February 10, 2003 and continue for 10 weeks, through April 14, 2003.

Notes:

- i. Each RIC registration database will be a stand alone database and will not refer to or update the previous year RIC registration database.
- ii. Attendees will be responsible for obtaining their own hotel sleeping room. The Contractor shall refer attendees seeking hotel accommodations directly to the hotel.
- iii. NRC's web page registration is formatted to simultaneously forward web registrations to both the NRC PO and the Contractor.
- iv. The RIC web site will include an on-line registrant list based on the registration authorizations received. A special e-mail account address will be displayed on the RIC web site and in the formal hardcopy invitation. Requests received by the Contractor from registrants requesting that their name be included on the NRC RIC on-line registrant list shall be referred to this e-mail address (RIChelpdesk@nrc.gov) rather than to the NRC PO's e-mail address.

C.4.2 STATISTICAL REPORTS

The registration database will contain an "affiliation" category. NRC will create the hardcopy invitation form and the web

registration form. Both the hard copy mailed invitation registration form and the web registration will include the affiliation category. The Contractor shall develop a statistical report of RIC 2003 registrants, as in the attached sample statistical report and using the "affiliation" category on the registrations as follows:

(a) WEEKLY E-MAIL STATISTICAL REPORTS

A weekly email with an attached updated statistical report shall be provided to the NRC PO each Monday by 8:00 am for six weeks before the conference.

(b) ON-SITE HARDCOPY STATISTICAL REPORTS

During the week of the RIC, the Contractor shall provide the statistical report in two hard copies updated to include on-site registrations to the NRC PO on-site at the hotel as follows:

1st conference day by 12:00 noon
2nd conference day by 7:30 am
3rd conference day by 7:30 am

(c) POST RIC E-MAIL STATISTICAL REPORT

Within one (1) week after the RIC 2003, the Contractor shall e-mail the final version of the statistical report to the NRC PO.

C.4.3 BADGES

Using the attendee submitted registration information and NRC provided badge artwork, the Contractor shall prepare name badges with each registrant's name on the first line and company or organization on the second line.

(a) Badges for all pre-registered attendees shall be prepared, proofed and arranged in alphabetical order in advance of the conference opening date. This shall be accomplished close enough to the actual conference start date to preclude unnecessary reprocessing of badges previously received.

(b) Name badges for all individuals who have not pre-registered (walk-ins) shall be prepared on-site and all registration information shall be entered into the database for inclusion into the final registration report and the on-site and post RIC statistical reports.

(c) The Contractor shall rely on the submitted registrant information to prepare the name badges (i.e., use the name provided in the block on the registration form titled: Name to be used on namebadge or if this block is not filled in, the first, middle initial and last name of person.)

(d) The Contractor shall maintain an accurate list of the number of badges recreated because attendees lost the original badge and ensure that the recreated badges are not included in the statistical report.

C.5 ON-SITE CONFERENCE REGISTRATION

(a) The Contractor shall operate four (4) RIC 2003 registration booths on-site during the registration periods staffed by two people per registration booth performing on-site registration.

(b) The number of operating registration booths shall be reduced on the 2nd conference day to three booths by shutting off the booth lights and moving materials to the remaining registration booths and reducing the number of personnel for the remaining three booths appropriately. On the 3rd day of the conference the Contractor shall reduce the number of booths to one (1) operating registration booth with no more than four (4) registration personnel. The Contractor shall return all rental registration booths to the rental company immediately after the close of the conference.

Note: Closing down registration booths each day is understood by the NRC to be less costly than returning one or two each day. If this is not the case, the booths should be returned in the most economical and cost effective manner.

(c) Registration booths shall be open for registration as follows:

1st conference day by 8:30 am and continue until the close of the last session of that day, but not later than 5:00 pm;

2nd conference day by 7:30 am and continue until the close of the last session of that day, but not later than 5:00 pm;

3rd conference day by 7:30 am and continue until 10:00 am.

(d) The Contractor on-site registration personnel shall provide the badge to each attendee and remind the attendee that the badge must be worn in plain sight at all times while attending the conference.

C.5.1 TENT CARDS

The NRC will prepare tent cards for RIC 2003 speakers based on the RIC 2003 program. In the event that speaker changes are necessary due to substitutions, the Contractor shall have the on-site capability to prepare tent cards for conference speakers and presenters. In these instances, NRC will provide the Contractor with pre-printed RIC logo tent cards for imprinting with the substituted presenter name and organization.

C.5.2 CONTRACTOR PROJECT MANAGER

The Contractor shall provide a conference coordinator or PM who shall act as the daily point of contact with the NRC PO. The PM shall as a minimum:

- (a) Notify (e-mail and/or telephone) the NRC PO of potential problems and/or schedule slippages.
- (b) Keep the NRC PO informed on a weekly basis as to planned vs. actual TO expenditures.
- (c) Ensure the most economical methods are used for processes such as, alphabetizing the majority of name badges once just before the conference start date rather than several times between the opening and closing of registration.
- (d) Ensure that the on-site registration staff and meeting session support staff adhere to formal business attire while in the hotel.
- (e) Ensure that registration staff and meeting session support staff use is optimized to minimize costs and to facilitate attendees' experience with registration and the meeting.
- (f) Ensure that appropriate level of staff are utilized for registration and meeting session support.
- (g) Assure that problems with on-site registration are quickly resolved and that personnel are reassigned among and between meeting rooms so that meeting sessions are effectively supported. Note: the Contractor staff assignments for meeting assistance will be based upon the RIC's program, i.e., the number of meeting rooms and the schedule of sessions. The PM shall review any changes or update to the RIC 2003 program as provided by the NRC PO and determine whether any changes in staffing are required.
- (h) The PM shall meet a minimum of three times with the NRC PO. For planning purposes, two meetings will be held at the NRC Headquarters building in Rockville, Maryland and the other will be held at the hotel to go over the final meeting room assignments. These meetings are in addition to the kick-off meeting.
- (i) Ensure that statistical reports contain the latest updated and accurate registration statistics.

C.5.3 MEETING SESSION SUPPORT STAFF

The Contractor shall provide meeting support staff as follows:

- (a) Turn view-graphs during the individual sessions;
- (b) Session assistants to pass out NRC supplied "question" cards to the attendees, collect the cards for distribution to the panels, as well as, to pass portable microphones to attendees for oral questions.
- (c) The Contractor shall ensure that the meeting support staff are available in the meeting rooms at least 15 minutes before the start of each session to receive instructions from the NRC Room Monitor(s) and Panel Chairs and Presenters.
- (d) The number of meeting support staff shall be based on the number and mix (plenary and breakout) sessions in RIC 2003. The Contractor PM shall devise a schedule for the meeting support staff that minimizes excess costs due to down time. The number of meeting support staff for each session is as follows:
 - i. Any Plenary Session = 2 view-graph individuals and 4 session assistants;
 - ii. Any breakout session held in the Presidential Ballroom = 2 view-graph individuals and 2 session assistants;
 - iii. Any breakout session held in other rooms = 1 view-graph individual and 2 session assistants;

C.6 CONTRACT TYPE

This is a cost plus fixed-fee, task ordering contract, against which an individual task order will be issued for each RIC. Details such as the exact registration times and the actual meeting schedules for each RIC conference will be contained in the annual task order statement of work.

C.7 PERIOD OF PERFORMANCE

The period of performance is September 30, 2002, through September 29, 2005.

C.8 DELIVERABLES

- (a) The Contractor shall provide all plastic badges, inserts, speaker ribbons or tabs and tent cards.
- (b) Reports.

Task Order Reporting Requirements (Note: All reports will include the contract number, the JCN number, the TO number and the NRC's name.) The following reports shall be required under the TO:

1. Monthly Business Letter Report (See attachment)
2. A Technical E-Mail Report is required each Friday afternoon for six weeks prior to RIC 2003. The e-mail letter report shall include as a minimum separate lists of:

attendees by affiliation category;
attendees alphabetically by last name;
attendees alphabetically by company; and
a separate list of attendees by title.

A final version of these hard copy reports and floppy disks will be submitted to the NRC within 3 days after RIC 2003.

3. Statistical Reports

Using the "affiliation" category from the attendees' registration, prepare each week for six weeks a statistical list of registrants. During the week of RIC 2003 meeting, the Contractor shall provide the statistical report to the NRC PO each day of the conference. On the last day of the RIC 2003, the Contractor shall provide, on-site, to the NRC PO two copies of the latest updated statistics for inclusion in the closing remarks of the conference. A final version of the statistical report shall be submitted via e-mail to the NRC within three (3) days after the conference.

4. On-Site Registration Staff and Meeting Session Staff Report.

One month prior to RIC 2003, using the draft RIC 2003 program the Contractor PM shall provide via e-mail to the NRC PO an on-site schedule and estimated number of registration and meeting session support staff required. As a minimum this report shall include names, titles, association to the Contractor (i.e., Contractor or subcontractor) and pay rate of each individual. Upon receipt of the final formal RIC 2003 program, the Contractor PM shall reevaluate the staffing initial schedule, assignments and number of staff and advise via e-mail the NRC PO of any revisions.

5. Lessons Learned Report

The Contractor shall provide a letter report with lessons learned and recommendations for improving the process one (1) week after the last day of the RIC 2003.

6. Final Registration Database

A final version of the RIC 2003 registration database report shall be submitted to the NRC within 3 days after the conference.

(c) Original hardcopy registration forms received via mail or fax or on-site by the Contractor shall be provided to the NRC PO within one week of RIC 2003.

Note that this also includes registrations taken by Contractor personnel via telephone.

C.9 MEETINGS AND TRAVEL

(a) Kick-off Meeting

The Contractor's PM and the Corporate Representative shall attend a TO kick-off meeting at NRC with the NRC's PO and the Contract Specialist. For planning purposes this meeting may be up to four (4) hours.

(b) Coordination Meetings

The Contractor's PM shall meet at NRC Headquarters up to four times with the NRC for review and coordination. For planning purposes, the NRC PO will conduct at least three meetings. Two will be held at the NRC Headquarters building in Rockville, MD, and one may be held at the hotel. Note that telephone conference calls may be substituted by the NRC PO whenever necessary.

(c) Up to two (2) Contractor database personnel shall attend an up to two (2) hour training session on-site at the NRC PO's location on this simplified method. This meeting will be held in the same week as the kick-off meeting.

C.10 NRC-FURNISHED MATERIALS

(a) NRC will provide the following to the Contractor at the TO kick-off meeting:

1. artwork for the name badges and tent cards;

2. sample plastic attendee badge holder;
3. sample plastic speaker badge holder (pocket at top of badge for ribbon);
4. sample inserts for the badges;
5. sample of "speaker" or "presenter" ribbons or tabs;
6. outgoing RIC 2003 invitation;
7. draft RIC 2003 program; and
8. sample tent badge for information (NRC will supply blank tent cards on-site for any needed tent cards)

- (b) All directional signage for the meeting will be prepared and transported to the hotel by NRC.
- (c) NRC will provide a copy of the Formal Program to the Contractor PM as soon as it is finalized.
- (d) NRC will provide an MS Access database file (.mdb) which contains the electronic registration database file structure. Note that the format will be identical for non-electronic and electronic registrations.
- (e) An MS Access database file which includes any electronic registrations received before the effective date of this TO.
- (f) Pre-printed RIC logo tent cards (on-site, if additional tent cards are required for last minute presenter substitutions)

C.11 OTHER APPLICABLE INFORMATION

- (a) The work specified in this SOW is not license fee recoverable.
- (b) The Contractor shall provide appropriate computer equipment to generate the applicable lists and to prepare pre-registered and on-site name badges and tent cards.
- (c) The Contractor shall provide all registrations booths with appropriate signage.
- (d) Unless specifically provided by this TO SOW (i.e, meeting with the Contractor PM at NRC or the hotel), all domestic travel (including subContractor domestic travel) requires the prior approval of the NRC PO.
- (e) No foreign travel is provided for under the TO SOW.

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

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

| NUMBER | TITLE | DATE |
|----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.246-5 | INSPECTION OF SERVICES--COST-REIMBURSEMENT | APR 1984 |

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

| NUMBER | TITLE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | DATE |
|-----------|--|----------|
| 52.242-15 | STOP-WORK ORDER ALTERNATE I (APR 1984) | AUG 1989 |

F.2 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

- (a) Project Officer (2 copies)
- (b) Contracting Officer (1 copy)

**F.3 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on September 30, 2002, and will expire on September 29, 2005. 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 two one-year options.

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

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

Name: Sharon Bell

Address: U.S. Nuclear Regulatory Commission
Ofc. of Nuclear Reactor Regulation
Mail Stop: OWFN-5H4
Washington, D.C. 20555

Telephone Number: (301) 415-1217

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

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

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

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

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

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

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

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

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

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

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the

contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

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

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

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

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

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

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

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

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) 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.

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

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

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

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

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

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

G.3 2052.216-71 INDIRECT COST RATES

(a) For this contract, the amount reimbursable for indirect costs for the base period and all option periods is as follows:

| Indirect Cost Pool | Projected | Ceiling |
|--------------------|------------|------------|
| Fringe | [REDACTED] | [REDACTED] |
| Overhead | [REDACTED] | [REDACTED] |
| G&A | [REDACTED] | [REDACTED] |

(b) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs are less than the ceiling rates, the rates established by the cognizant audits must apply. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rates set forth above for the applicable period.

G.4 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

G.5 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

G.6 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:

Richard Correia, NRR/PMAS/PPRB

(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.7 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 2. 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 2052.215-70 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.2 SEAT BELTS

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

H.3 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.4 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.202-1 | DEFINITIONS | DEC 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 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | FEB 2002 |
| 52.216-8 | FIXED-FEE | MAR 1997 |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUL 1996 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 2000 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC 1996 |
| 52.222-3 | CONVICT LABOR | AUG 1996 |
| 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | DEC 2001 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2002 |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER | DEC 2001 |

| | | |
|-----------|---|----------|
| 52.222-36 | ELIGIBLE VETERANS AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 |
| 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS | DEC 2001 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.225-5 | TRADE AGREEMENTS | FEB 2002 |
| 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 |
| 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION | MAY 1999 |
| 52.233-1 | DISPUTES | 7/02 |
| 52.233-3 | PROTEST AFTER AWARD ALTERNATE I (JUN 1985) | AUG 1996 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-2 | CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984) | AUG 1987 |
| 52.244-2 | SUBCONTRACTS ALTERNATE II (AUG 1998) | AUG 1998 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | MAY 2002 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.248-1 | VALUE ENGINEERING | FEB 2000 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | SEP 1996 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

I.2 52.216-18 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 09/30/2002 through 09/29/2005.

(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 \$1.00, 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 the contract ceiling amount;
- (2) Any order for a combination of items in excess of the contract ceiling amount;

(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 three working 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 120 working days.

I.5 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 35 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.6 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (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 paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur 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 is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

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

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

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th 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 paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (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), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should 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, discount for prompt payment 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 notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, 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, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, 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 Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs 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. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty 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 prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are 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. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor 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) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor 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 is due; and

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) 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 payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(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.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.7 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

J.1 LIST OF ATTACHMENTS

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| Attachment 1 | Billing Instructions |
| Attachment 2 | Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" |
| Attachment 3 | Monthly Business Letter Report |