

AWARD/CONTRACT		1 THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 40
2 CONTRACT NO (Proc Inst Ident) NRC-07-03-399		3 EFFECTIVE DATE 02-20-2003		4 REQUISITION/PURCHASE REQUEST/PROJECT NO Dated 2/20/03 NSR-03-399	
5 ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts ATTN.: T-7-I-2 Contract Management Center No. 1 Washington, DC 20555		6 ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Division of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555			
7 NAME AND ADDRESS OF CONTRACTOR (No , street, city, county, State and ZIP Code) ICF Services Company ATTN.: Mr William T. Moody President 9300 Lee Highway Fairfax VA 22031				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	
CODE		FACILITY CODE			
11 SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of Nucl. Sec. & Incident Response ATTN.: Mr. Garmon West, MS T-4A9 11555 Rockville Pike Rockville MD 20814		12 PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer ATTN.: GOV/COM Acctng. Section T-9H4 Washington DC 20555			
13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304(c)(_) <input type="checkbox"/> 41 USC 253(c)(_)		14 ACCOUNTING AND APPROPRIATION DATA B&R No. 311-15-130-396; Job Code RO395; BOC 252A; APPN. 31X0200; Obligate: \$88,000.00			
15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	"Integration of Access Authorization and Fitness-For-Duty Rulemaking Efforts"				
15G TOTAL AMOUNT OF CONTRACT					\$2,065,664.00

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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>3</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) PAUL E. BAILEY, Sr. Vice President		20A. NAME OF CONTRACTING OFFICER Joyce A. Fields Contracting Officer	
19B NAME OF CONTRACTOR BY <u>Paul E. Bailey</u> (Signature of person authorized to sign)		20B UNITED STATES OF AMERICA BY <u>Joyce A. Fields</u> (Signature of Contracting Officer)	
19C DATE SIGNED <u>2/25/03</u>		20C DATE SIGNED <u>2/20/03</u>	

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SF 33 SOLICITATION, OFFER AND AWARD

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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:

“Integration of Access Authorization and Fitness-for-Duty Rulemaking Efforts”

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

Contractor's technical expertise is required to assist the U.S. Nuclear Regulatory Commission's office of Nuclear Security and Incident Response (NSIR) in accomplishing its health and safety mission, programs, and activities pertaining to the access authorization and fitness-for-duty (FFD) programs such as completing the remaining tasks issue a final FFD rule, combining 10 CFR Parts 26, 73.56 and 73.57 under one rule and ultimately under 10 CFR 73.55.

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

(a) The total estimated cost to the Government for full performance of this contract for the Base Period is \$1,287,860.00, of which the sum of \$1,256,449.00 represents the estimated reimbursable costs, and of which \$31 represents the fixed fee. The total estimated cost for Option Year One is \$455,261.00, of which \$444,157.00 represents the estimated reimbursable costs, and of which \$11,104.00 represents the fixed fee. The total estimated cost for Option Year Two is \$322,543.00, of which \$314,676.00 represents the estimated reimbursable costs, and of which \$7,867 represents the fixed fee. The total estimated cost for performance of Optional Task 4 of the Statement of Work is included in the total estimated cost for Option Year Two.

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

(c) The amount currently obligated by the Government with respect to this contract is \$88,000.00, of which the sum of \$70,400.00 represents the estimated reimbursable costs, and of which \$17,600.00 represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through May 2, 2003.

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

In the aftermath of the terrorist attacks and the agency's response activities, Office of Nuclear Security and Incident Response (NSIR) was established on April 8, 2002, in order to consolidate and streamline selected NRC security, safeguards, and incident response responsibilities and resources. Reactor Safeguards Policy Section (RSPS) is under the Division of Nuclear Security (DNS) in NSIR. RSPS plans, coordinates, and manages the overall development and implementation of policies, rulemaking and programs for security at NRC licensed nuclear power reactors, decommissioning reactors, generally-licensed spent fuel storage installations, and research and test reactors. It coordinates safeguards technical and regulatory reviews of the physical security programs against radiological sabotage and of licensee requests for changes in those programs. Rules for which RSPS has responsibility that are relevant to this contract include Physical Protection Rule (10 CFR Part 73.55), Access Authorization (AA) Rule (10 CFR Part 73.56), Criminal History Check Rule (10 CFR Part 73.57), and Fitness-for-Duty (FFD) Rule (10 CFR Part 26).

10 CFR Part 73.55 requires licensees to establish and maintain an onsite physical protection system and security organization which will have as its objective to provide assurance that activities involving special nuclear material are not inimical to the common defense and security and do not constitute an unreasonable risk to the public health and safety.

10 CFR Part 73.56 requires licensees authorized to construct or operate a nuclear power reactor to establish and maintain an AA program granting individuals unescorted access to protected and vital areas with the objective of providing assurance that individuals granted unescorted access are trustworthy and reliable and do not constitute an unreasonable risk to the health and safety of the public including a potential to commit radiological sabotage.

10 CFR Part 73.57 requires licensees to fingerprint each individual who is permitted unescorted access to the nuclear power facility or access to Safeguards Information.

10 CFR Part 26 requires licensees authorized to construct or operate a nuclear power reactor, and all licensees authorized to transport or possess Category I nuclear material to implement a FFD program that meets uniform standards established by the rule to promote the public health and safety. The general objective of the FFD program is to provide assurance that nuclear power plant personnel are reliable, trustworthy, and not under the influence of any substance, legal or illegal, or mentally or physically impaired from any cause, which in any way adversely affects their ability to safely and competently perform their duties. A FFD program developed under the requirements of the FFD rule is intended to create an environment which is free of drugs and the effects of such substances.

2. CONTRACT OBJECTIVES

The objective of this contract is to obtain expert technical assistance to assist NSIR/DNS/RSPS in accomplishing its health and safety mission, programs, and activities pertaining to the access authorization and fitness-for-duty (FFD) programs such as completing the remaining tasks to issue a final FFD rule, combining 10 CFR Parts 26, 73.56 and 73.57 under one rule, and ultimately under 10 CFR Part 73.55.

3. CONTRACT TYPE

This is a cost plus fixed fee contract.

4. SCOPE OF WORK

Technical assistance services shall be provided relative to the tasks identified below.

4.1. TASK 1 (PHASE 1) COMPLETE FINAL FITNESS-FOR-DUTY RULE

The contractor shall complete the remaining tasks to convert the proposed FFD rule to a final FFD rule. Contractor assistance is required for, but not limited to the following:

4.1.1 Convert preliminary regulatory analysis data tables to a final combined regulatory and backfit analysis in accordance with guidance in the most current version of Regulatory Analysis Guidelines of the U.S. Nuclear Regulatory Commission, NUREG/BR-0058, as modified by backfit considerations in applicable Staff Requirements Memoranda (SRM) including SRM dated June 30, 1993, which responds to the Backfit Rule considerations discussed in SECY-93-0086.

4.1.2 Complete a final OMB clearance.

4.1.3 Complete a qualitative risk analysis for the International Brotherhood of Electrical Workers exemption rule associated with the final Part 26 rule.

4.1.4 Develop a database for tracking public comments on the proposed FFD rule.

4.1.5 Propose responses to public comments on the proposed FFD rule.

4.1.6 Analyze licensee performance data for calendar years 2001 and 2002 and prepare a report in an NRC Informal Notice format.

4.1.7 Complete an Executive Summary of revisions to Part 26. The Summary should be about 10 pages and include an attachment that compares and contrasts, in the form of a table, the current rule with the revised rule.

4.1.8 Develop and pilot a Temporary Instruction to assess the implementation of the final Part 26 rule.

4.1.9 Write or revise the Statements or Considerations for the final rule.

4.1.10 Write or revise the Federal Register notice for the final rule.

4.1.11 Review and incorporate Health and Human Services guidelines into Part 26 changes.

4.1.12 Write or revise the technical and legal basis for maintaining the status quo regarding a random testing requirement for all workers who have unescorted access to the reactor's protected area.

4.1.13 Support stakeholder meetings including,

a. Prepare agenda and other materials. b. Attend meetings. c. Participate in discussions. d. Document detailed notes from meetings. e. Prepare meeting summary. f. Prepare responses to questions raised at the meetings.

- 4.1.14 Review guidance proposed by the industry.
- 4.1.15 Travel to plant sites.
- 4.1.16 Complete research, surveys, and evaluations.
- 4.1.17 Coordinate with other government agencies and entities (e.g., HHS, OHS, INS, FBI, DOT, and DOE).
- 4.1.18 Complete data and statistical analyses.
- 4.1.19 Write and pilot inspection procedures.
- 4.1.20 Develop database and respond to access authorization and FFD questions raised after final rule.

4.2. TASK 2 (PHASE 2) WRITE A PROPOSED RULE THAT COMBINES 10 CFR PARTS 26, 73.56, AND 73.57

The contractor shall utilize the work completed (e.g., final FFD rule, final regulatory analysis, etc.) in Phase 1 as a starting point for Phase 2. Contractor assistance is required for, but not limited to the following:

- C.4.2.1 Write a proposed rule that combines 10 CFR Parts 26 (including the Fatigue Amendment), 73.56, and 73.57.
- 4.2.2 Draft combined regulatory and backfit analysis in accordance with guidance in the most current version of Regulatory Analysis Guidelines of the U.S. Nuclear Regulatory Commission, NUREG/BR-0058, as modified by b. considerations in applicable Staff Requirements Memoranda (SRM) including SRM dated June 30, 1993, which re to the Backfit Rule considerations discussed in SECY-93-0086.
- 4.2.3 Complete a draft OMB clearance.
- 4.2.4 Complete an Executive Summary of the combined rule revisions. The Summary should be about 10 pages a include an attachment that compares and contrasts, in the form of a table, the current rules and the revised rules.
- 4.2.5 Write the Statements or Considerations for the proposed rule.
- 4.2.6 Write the Federal Register notice for the proposed rule.
- 4.2.7 Review and incorporate Health and Human Services guidelines into the proposed rule.
- 4.2.8 Support stakeholder meetings including,
 - a. Prepare agenda and other materials.
 - b. Attend meetings.
 - c. Participate in discussions.
 - d. Document detailed no from meetings
 - e. Prepare meeting summary.
 - f. Prepare responses to questions raised at the meetings.
- 4.2.9 Analyze licensee performance data for calendar year 2003 and prepare a report in an NRC Information Notice format.

4.2.10 Review guidance proposed by the industry.

4.2.11 Travel to plant sites.

4.2.12 Complete research, surveys, and evaluations.

4.2.13 Coordinate with other government agencies and entities (e.g., HHS, OHS, INS, FBI, DOT, and DOE).

4.2.14 Complete data and statistical analyses.

4.2.15 Write and pilot inspection procedures.

4.2.16 Evaluate and propose enhancements to the NRC's computer interface with licensees relative to electronic fingerprints.

4.3. TASK 3 (PHASE 3) WRITE A FINAL RULE THAT COMBINES 10 CFR PARTS 26, 73.56, AND 73

Contractor assistance is required for, but not limited to, the following:

4.3.1 Complete a final combined regulatory and backfit analysis in accordance with guidance in the most current version of Regulatory Analysis Guidelines of the U.S. Nuclear Regulatory Commission, NUREG/BR-0058, as modified by backfit considerations in applicable Staff Requirements Memoranda (SRM) including SRM dated June 30, 1993, which responds to the Backfit Rule considerations discussed in SECY-93-0086.

4.3.2 Complete a final OMB clearance.

4.3.3 Develop a database for tracking public comments on the proposed rule.

4.3.4 Propose responses to public comments on the proposed rule.

4.3.5 Write the Statements or Considerations for the final rule.

4.3.6 Write the Federal Register notice for the final rule.

4.3.7 Develop and pilot a Temporary Instruction to assess the implementation of the final rule.

4.3.8 Revise the performance indicators for FFD and access authorization.

4.3.9 Support stakeholder meetings including,

a. Prepare agenda and other materials. b. Attend meetings. c. Participate in discussions. d. Document detailed notes from meetings e. Prepare meeting summary. f. Prepare responses to questions raised at the meetings.

4.3.10 Analyze licensee performance data for calendar year 2004 and prepare a report in an NRC Information Notice format.

4.3.11 Review guidance proposed by the industry.

4.3.12 Travel to plant sites.

4.3.13 Complete research, surveys, and evaluations.

4.3.14 Coordinate with other government agencies and entities (e.g., HHS, OHS, INS, FBI, DOT, and DOE).

4.3.15 Complete data and statistical analyses.

4.3.16 Write and pilot inspection procedures.

4.4. TASK 4 (PHASE 4) OPTIONAL

Contractor assistance may be required for, but is not limited to, the following:

4.4.1 Draft a rule that combines 10 CFR Parts 26, 73.56, and 73.57 under 73.55.

5. PERSONNEL QUALIFICATIONS

The contractor shall provide a responsible project leader that is capable of coordinating task efforts; ensuring that work is focused and on track; identifying problems with established schedules, costs, and overall budget; updating contractor spending plan; and performing project management duties.

All personnel performing work under this contract shall have pertinent technical experience by discipline and tech area, including Principal Investigators and team members. The number of personnel required will vary during the of the contract. The NRC considers the following personnel to be key for this effort.

- a. Project Manager for overall contract b. Task Managers for key tasks c. Substance Abuse Professional
- d. Security Expert e. Access Authorization Expert

5.1. PROJECT MANAGER

The Contractor shall provide a responsible Project Manager, who shall also be considered as key personnel under contract. The Contractor's Project Manager shall have the following responsibilities:

- (a) oversight responsibility for all tasks placed under any resultant contract;
- (b) oversight responsibility for the efforts of any Contractor team that is assembled for tasks placed under any contract;
- (c) perform other project management duties that are necessary for the successful completion of tasks and overall contract requirements; and
- (d) ensure the quality of deliverables so that all information and data are accurate and complete.

6. MEETINGS AND TRAVEL

The Contractor will be required to participate in meetings or travel to nuclear power plant sites throughout the United States; NRC offices in Rockville, Maryland; NRC regional offices; and any other location required for performance of the work detailed in the statement of work. Prior to any trip taken during the period of performance under this contract, the Contractor shall obtain approval from the NRC Technical Monitor and/or Contracting Officer. No foreign travel is anticipated as part of this contract.

Trip reports, when required, will be requested and may be issued separately or as part of the next monthly technical progress report. Copies of separately issued trip reports shall be submitted in accordance with the requirements in Section F within 15 days of the completion of travel. The contractor will be required to travel to NRC headquarters in Rockville, Maryland and will attend site visits at licensee facilities. For cost estimating purposes, assume that there will be twelve one-person, one-week trips to NRC headquarters per year and four one-person, one-week site visit trips (including one of each to eastern, northern, western, and southern parts of United States) per year.

7. NRC FURNISHED MATERIALS

The contractor will be provided copies of existing NRC documents as the need arises.

8. LICENSE FEE

Where applicable the work is license fee recoverable.

9. CONTRACTOR RESPONSIBILITY

It is the responsibility of the Contractor to assign technical staff, employees, subcontractors, or consultants who have the required educational background, experience, or combination thereof to meet both the technical and regulatory objectives of the work specified in this procurement. The NRC will rely on representations made by the offeror concerning the qualifications of any personnel to be assigned to any Task including assurance that all information contained in the technical and cost proposals, including resumes, is accurate and truthful.

10. LEVEL OF EFFORT

The overall level of effort is estimated to be as follows:

Fiscal Year 2003 (3.0 FTE) Fiscal Year 2004 (3.0 FTE) Fiscal Year 2005 (3.0 FTE) Fiscal Year 2006 (Optional)(2.0 FTE) Fiscal Year 2007 (Optional)(1.7 FTE) Fiscal Year 2008 (Optional)(0.8 FTE)

The optional years should not be considered in the base period.

11. NRC FURNISHED MATERIALS

The contractor will be provided copies of existing NRC documents as the need arises.

12. DELIVERABLES

The contractor shall provide an electronic version (WordPerfect 8.0) of the following:

- a. Proposed and final rules
- b. Executive Summary of Revisions
- c. Temporary Instruction
- d. Regulatory/Backfit Analyses
- e. OMB Clearance
- f. Risk Analysis
- g. Trip Reports
- h. Meeting agenda, summaries, and detailed notes

13. PERIOD OF PERFORMANCE

The period of performance is from February 20, 2003 to February 20, 2006, with two 12-month option periods the

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" Section I of this contract. See FAR 52.252-2 for an Internet address (if specified) for electronic access to the full 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 Office at 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 each clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

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

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

F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting office. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided.

(b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

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

(a) Total estimated contract amount.

(b) Total funds obligated to date.

(c) Total costs incurred this reporting period.

(d) Total costs incurred to date.

(e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract.

(f) Balance of obligations remaining.

(g) Balance of funds required to complete contract.

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

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

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

(i) Property status:

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

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$500 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

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

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

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

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

F.5 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

(a) Project Officer (3 copies)

U.S. Nuclear Regulatory Commission, Office of Nuclear Security and Incident Response (NSIR),
ATTN.: Garmon West, Mail Stop T-4A9, Washington, D.C. 20555

(b) Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission, Division of Contracts, ATTN.: Joyce Fields,
Mail Stop T-7I2, Washington, D.C. 20555

**F.6 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)**

This contract shall commence on February 20, 2003 and will expire on February 20, 2006. The term of this contract may be extended at the option of the Government for an additional 2 years.

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:

Name: Garmon West

Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Security and Incident Response (NSIR)
Mail Stop T-4A9
Washington, D.C. 20555

Telephone Number: (301) 415-0211

(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, authorize work 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 state 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 cannot 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 direction 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 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 report 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 email) 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 (JAN 1993)

(a) For this contract, the ceiling rates reimbursable for indirect costs for Home and Branch employees are as follows for the Base and Option Periods:

INDIRECT COST POOL	RATE	BASE	PERIOD
Overhead		Total Labor & Fringe	2/20/03 thru contract expiration
General & Administrative	0%	Total Cost Input	2/20/03 thru contract expiration
Subcontract G&A Expenses	0%	Total Subcontractor Costs	2/20/03 thru contract expiration

(b) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs at the following provisional rates for the Base and Option Periods:

INDIRECT COST POOL	RATE	BASE	PERIOD
Fringe Benefits		Total Labor Costs	2/20/03 thru contract expiration

(c) The contracting officer may adjust the provisional rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the contracting officer in accordance with FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable when these changes affect performance of work within the established cost or funding limitations.

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. Payments shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payments."

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 388 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 (addressee and record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACH 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 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 institution's 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) 415-7510.


G.5 QUALITY ASSURANCE

Refer to Attachment Two "Quality Assurance Surveillance Plan" for procedures to be implemented in evaluating the technical performance of the contractor.

The NRC shall review the contract requirements as they relate to the performance-base concept to determine whether the parameters established in the Performance Requirement Summary (Attachment One) and Quality Assurance Surveillance Plan (Attachment Two) meet meaningful performance requirements/measurements and the NRC's needs. The NRC may make changes as deemed necessary through the issuance of a contract modification.

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:

 Program Manager
Project Manager
Project Manager

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 substitutions 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, 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 fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

H.3 LICENSE FEE RECOVERY COSTS (APR 1992)

Included as an attachment in Section J are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the monthly invoice.

H.4 CONTRACT SECURITY REQUIREMENTS FOR UNESCORTED ACCESS TO NUCLEAR POWER PLANTS

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

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

A. Temporary Approval

(a) The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," fingerprint charts, copies of the contractor's five-year employment and education history check including verification of the highest degree obtained, a reference from at least one additional person not provided by the individual, results of a psychological evaluation, and a certification that the contractor has found all checks acceptable through the Project Officer to PERSEC/DFS for review and favorable adjudication, prior to the individual performing work under this contract. A signed NRC form 570, "Access Authorization Acknowledgment," from the individual or she understands his or her responsibility to report to the NRC, PERSEC/DFS, any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR Part 10, Section 10.11 "Criteria" must also be included. The results of a psychological examination, which uses a reliable written personality test or any other professionally accepted clinical evaluation procedure, will be used to evaluate a subject's trustworthiness, reliability, and stability. The contractor shall review all required information for accuracy, completeness, and legibility, except the SF-86 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope. Failure of the contractor to comply with this clause may be a basis to void the notice of selection. In the event, the Government may select another firm for award.

Or,

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

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

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

B. Final Approval

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

Or,

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

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

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

The investigation in Section B above may involve Access National Agency Check with Inquiries (ANACI) or other investigation as deemed necessary by PERSEC/DFS in accordance with 10 CFR Part 10 and NRC Management Directive 12.3. Any questions regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in 10 CFR Part 10, which is incorporated into the contract by reference as though fully set forth herein.

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

Any questions regarding the individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions set forth in Exhibit 1, Management Directive 12.3. Based on the review of the application security forms by PERSEC/DFS and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of 10 CFR Part 10. During the processing by PERSEC/DFS of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

C. Fitness for Duty

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

D. Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel utilized under the scope of work herein have completed basic exposure control and personnel dosimetry training sufficient to meet the requirements of commercial nuclear power plants for unescorted access. Training will be provided on a one-time basis for those individual(s) for whom the contractor certifies as to having completed the above training within the past year. Site specific training obtained at each site will be required during the performance of individual tasks in addition to the basic training.

H.5 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.6 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment, IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuse, or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuse of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

H.7 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 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 contract 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 audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the

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 a 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 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 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 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, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)) 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 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 produced 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 a 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

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.8 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 (the date will be determined by the Contracting Officer for annual evaluation). Final evaluation 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 evaluation to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted 10 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.9 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 an Alien Registration Receipt card Form 1-151 or must present other evidence from the Immigration and Naturalization Service 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)

H.10 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)

(a) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practice. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Views (DPVs).

(b) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Attachments to this document. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

H. 11 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999)

(a) The following procedure provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPVs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(b) The NRC may authorize up to eight reimbursable hours for the contractor to document, in writing, a DPV by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPV which exceeds the specified eight hour limit.

(c) Before incurring costs to document a DPV, the contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPV. If there are insufficient obligated funds under the contract, the contractor shall first request the NRC contracting officer for additional funding to cover the costs of preparing the DPV and authorization to proceed.

(d) Contract funds shall not be authorized to document an allegation where the use of this NRC contractor DPV is inappropriate. Examples of such instances are: allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG), issues submitted anonymously, or issues raised which have already been considered, addressed, or rejected, absent significant new information. This procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC OIG or submit the information under NRC's Allegation Process as appropriate.

(e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration. Each DPV submitted will be evaluated on its merits.

(f) The DPV, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV is considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

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" Section I of this contract. See FAR 52.252-2 for an Internet address (if specified) for electronic access to the full text of each 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
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC 1998
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	FEB 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	JAN 2002
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (Note: 10% Factor Applies)	OCT 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP 2002
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 ELIGIBLE VETERANS	DEC 2001
52.222-36	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
52.224-2	PRIVACY ACT	APR 1984
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
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
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
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
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 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in 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.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

**I.4 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 deposited or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, 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, 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 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 an invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt 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 transmission or mailing.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number or 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 Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iv) 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 interest rate 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 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 penalty payment delays are due to disagreement between the Government and the Contractor over the payment amount or issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the term contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be 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 automatic 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 1

(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 is paid; and

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. 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 c 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, provide 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 th demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than tl day after payment was made.

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

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contra 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 30 days after the date the designated billing office received the invoice.

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
One	Performance Requirements Summary	12/20/2002	3
Two	Quality Assurance Surveillance Plan	11/25/2002	2
Three	Quality Surveillance Monitoring Form	12/20/2002	2
Four	NRC Contractor Organizational Conflicts of Interest	10/12/1999	9
Five	NRC Handbook 3.8	7/9/1995	35
Six	Management Directive 3.9	11/16/1995	24
Seven	ACH Vendor/Miscellaneous Payment Enrollment Form	12/1990	2
Eight	Billing Instructions (Cost Reimbursement)	3/1996	7
Nine	Qualification Statement	11/25/2002	4
Ten	Contractor Spending Plan Guidance	12/20/2002	2
Eleven	Resume Format	12/20/2002	1