

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1

IMPORTANT: Mark all packages and papers with contract and/or order numbers.		BPA NO.	
1. DATE OF ORDER 11-13-2003	2. CONTRACT NO. (if any)	6. SHIP TO:	
3. ORDER NO DR-18-04-302	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. OGC04302	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center 2 Washington, DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Division of Contract	
7. TO:		b. STREET ADDRESS Two White Flint North - MS T-7-I-2 Contract Management Center 2	
a. NAME OF CONTRACTOR West Group		c. CITY Washington	d. STATE DC
b. COMPANY NAME ATTN: Federal Government		e. ZIP CODE 20555	
c. STREET ADDRESS P.O. Box 64833		f. SHIP VIA	
d. CITY St. Paul	e. STATE MN	8. TYPE OF ORDER	
9. ACCOUNTING AND APPROPRIATION DATA APPN No.: 31X0200 B&R No.: 47C-15-544-376 BOC: 2620 JOB CODE: L1758 Obligated Amt.: \$47,163.05		<input checked="" type="checkbox"/> a. PURCHASE ORDER <input type="checkbox"/> b. DELIVERY/TASK ORDER Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
10. REQUISITIONING OFFICE OGC Office of General Council		11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED		12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT BAL. NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE As stated Below
a. INSPECTION Rockville, MD		16. DISCOUNT TERMS 2%	
b. ACCEPTANCE Rockville, MD		FOR INFORMATION CALL: (No collect calls)	
17. SCHEDULE (See reverse for Rejections)			

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The contractor shall provide the subscription renewals for publications listed on the attached renewal notice, in accordance with the prices identified on the renewal notice.</p> <p>The period of performance will be October 1, 2003 through September 30, 2004.</p> <p>The publications shall be delivered to the addressed indicated on the attached renewal notice.</p> <p>The NRC contact is Charlotte Carnahan. Ms. Carnahan can be reached at 301-415-1526.</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$47,163.05	SUBTOTAL	
	21. MAIL INVOICE TO:				17(h) TOTAL (Cont. pages)	
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4				NTE 47,163.05	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: DR-18-04-302					
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555				
22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Stephen Pool Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			

WEST GROUP
P O BOX 64833
ST. PAUL MN 55164-1803

FISCAL YEAR 2004
SUBSCRIPTION RENEWAL NOTICE

COVERING THE PERIOD 10/01/2003 to 09/30/2004

1000296803
NUCLEAR REGULATORY COMM
LAW LIBRARY & LEGIS SVC
11555 ROCKVILLE PIKE
ROCKVILLE MD 20852-2738

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Ref#: 20583137

FSS Item	Item Description	Material Number	Qty	Unit Price	Total Price
3	FEDERAL REPORTER 3D CURRENT BOUND VOLUMES 335-379 WITH ADVANCE SHEETS	40200357			2,184.33
7	FEDERAL SUPPLEMENT 2D CURRENT BOUND VOLUMES 263-313 WITH ADVANCE SHEETS	40200367			2,772.64
9	FEDERAL RULES DECISIONS VOLUMES 216-219	40200381			244.34
10	FEDERAL RULES DECISIONS ADVANCE SHEETS	40199872			109.08
11	WESTS'S FEDERAL PRACTICE DIGEST 4TH 2003 POCKET PARTS AND 56 NEW VOLUMES	40200617			3,717.01
13	SUPREME COURT REPORTER VOLUMES 122B-123B	40209281			229.07
14	SUPREME COURT REPORTER ADVANCE SHEETS FG03	40199914			315.12
17	FEDERAL CLAIMS COURT REPORTER VOLUMES 56-57	40200335			176.54
18	FEDERAL CLAIMS COURT REPORTER ADVANCE SHEETS	40199868			496.92
22	US CODE ANNOTATED 2004 POCKET PARTS, 42 NEW VOLUMES AND GENERAL INDEX PAMPHLETS	40199940			2,990.89

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Ref#: 20583137

FSS Item	Item Description	Material Number	Qty	Unit Price	Total Price
106	US CODE ANNOTATED 2004 POCKET PARTS FOR USCA 18:1-330 CRIMES	40200012	[REDACTED]		12.78
271	US CODE ANNOTATED 2004 POCKET PARTS FOR USCA 42:2000E-5-2010 PUBLIC HEALTH AND WELFARE	40200133	[REDACTED]		25.56
272	US CODE ANNOTATED 2004 POCKET PARTS FOR USCA 42:2011-2700 PUBLIC HEALTH AND WELFARE	40200134	[REDACTED]		25.56
344	US CODE CONGRESSIONAL AND ADMINISTRATIVE NEWS BOUND VOLUMES 2003--108TH CONGRESS--1ST SESSION--5 BOOKS	40200648	[REDACTED]		189.48
345	US CODE CONGRESSIONAL AND ADMINISTRATIVE NEWS PAMPHLET SERVICE	40200633	[REDACTED]		230.28
347	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES 2004 PAMPHLETS	40200362	[REDACTED]		1,503.60
348	FEDERAL CRIMINAL CODE AND RULES 2004 PAMPHLET	40200360	[REDACTED]		412.35 824.70
350	AMERICAN LAW REPORTS FEDERAL 2003 POCKET PARTS, VOLUMES 189-196, TABLES AND INDEX	40208825	[REDACTED]		1,505.20

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Ref#: 20583137

FSS Item	Item Description	Material Number	Qty	Unit Price	Total Price
356	DISCOVERY PROCEEDINGS IN FEDERAL COURT 3D SPRING AND FALL SUPPLEMENTS	40200320			142.27
360	FEDERAL CIVIL RULES 2004 HANDBOOK	40200333			66.58
369	FEDERAL INFORMATION DISCLOSURE 3D SPRING AND FALL UPDATE	40200341			157.41
375	FEDERAL LOCAL COURT RULES SERVICE 3D	40199870			678.72
379	FEDERAL PRACTICE AND PROCEDURE 2004 POCKET PARTS AND 2 NEW VOLUMES	40200380			808.76
401	FEDERAL RULES SERVICE 3D SERIES FISCAL YEAR UPKEEP SERVICE (DELETE)	DELETE 40199875			1,890.72 (DELETE)
409	FEDERAL TRIAL HANDBOOK 3D 2003 SUPPLEMENT AND REPLACEMENT PAGES	40200370			91.08
450	ADMINISTRATIVE LAW AND PRACTICE 2D KOCH 2003-2004 POCKET PARTS	40200216			53.75
452	ADMINISTRATIVE RULEMAKING 2004 PAMPHLET	40200218			85.37
456	ALTERNATIVE DISPUTE RESOLUTION PRACTICE GUIDE 2004 REPLACEMENT PAGES	40200232			99.57

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Ref#: 20583137.

FSS Item	Item Description	Material Number	Qty	Unit Price	Total Price
460	AMERICAN JURISPRUDENCE 2D 2004 POCKET PARTS, 13 NEW VOLUMES, TABLES AND **GENERAL INDEX PAMPHLETS	40208826	[REDACTED]	[REDACTED]	2,891.50
478	AMERICAN LAW REPORTS 2D LATER CASE SERVICE 2004 POCKET PARTS AND 4 VOLUMES	40200639	[REDACTED]	[REDACTED]	842.83
480	AMERICAN LAW REPORTS 3D 2004 POCKET PARTS	40200227	[REDACTED]	[REDACTED]	594.95
482	AMERICAN LAW REPORTS 4TH 2004 POCKET PARTS	40200228	[REDACTED]	[REDACTED]	461.53
484	AMERICAN LAW REPORTS 5TH 2004 POCKET PARTS, VOLUMES 113-122 AND 2005 QUICK INDEX PAMPHLET	40200229	[REDACTED]	[REDACTED]	1,205.37
488	AMERICAN LAW REPORTS INDEX (TO ANNOTATIONS) 2004 POCKET PARTS	40199413	[REDACTED]	[REDACTED]	193.92
511	BRIEFING PAPERS FISCAL YEAR UPKEEP SERVICE (TO DELETE)	40199415	[REDACTED]	[REDACTED]	1,102.92 (DELETE)
535	CORPUS JURIS SECUNDUM 2004 POCKET PARTS, 19 NEW VOLUMES AND GENERAL INDEX PAMPHLETS	40209112	[REDACTED]	[REDACTED]	2,793.89
560	ENVIRONMENTAL LAW, AIR AND WATER, RODGERS, FALL AND SPRING UPDATES	40200326	[REDACTED]	[REDACTED]	247.00

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FSS Item	Item Description	Material Number	Qty	Unit Price	Total Price
569	FREEDOM OF INFORMATION AND PRIVACY ACTS GUIDE 2004 SUPPLEMENTS	40200382			316.76
588	JONES ON EVIDENCE, CIVIL AND CRIMINAL 6TH 2003 SUPPLEMENT	40200419			144.60
590	JONES ON EVIDENCE CIVIL AND CRIMINAL, 7TH 2003 POCKET PARTS AND ONE NEW VOLUME	40200420			239.16
598	WEST'S LEGAL FORMS 2004 POCKET PARTS, 10 NEW VOLUMES AND GENERAL INDEX PAMPHLETS	40200615			1,289.95
613	NEPA LAW AND LITIGATION ONE RELEASE	40200487			169.12
668	SUTHERLAND STATUTORY CONSTRUCTION 2003 POCKET PARTS	40200580			377.78
674	TREATISE ON CONSTITUTIONAL LAW 3D: SUBSTANCE AND PROCEDURE, ROTUNDA, NOWAK AND YOUNG 2004 POCKET PARTS	40200589			92.24
699	WORDS AND PHRASES 2003 POCKET PARTS	40200653			498.45
700	FEDERAL EVIDENCE HANDBOOK 5TH BY GRAHAM 2004 POCKET PARTS	40200337			58.64
	BANKRUPTCY CODE RULES AND FORMS 2004 PAMPHLET	40219921			36.85

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Ref#: 20583137

FSS Item	Item Description	Material Number	Qty	Unit Price	Total Price
	CLEAN AIR ACT 13TH HANDBOOK	40220446			250.89
<i>DELETE</i>	COMPTROLLER GENERAL'S PROCUREMENT DECISIONS	40219791			2,002.55 <i>delete</i>
<i>DELETE</i>	DISTRICT OF COLUMBIA CODE 2004 POCKET PARTS AND GENERAL INDEX PAMPHLETS <i>DELETE</i>	40220564			226.42 <i>(to DELETE)</i>
	FEDERAL ENVIRONMENTAL LAWS 2004 PAMPHLET	40220027			108.86
<i>Delete</i>	GOVERNMENT CONTRACTOR (To delete)	40219809			1,585.92
	LAW OF COMPUTER TECHNOLOGY, RIGHTS, LICENSES, LIABILITIES 3D 2004 SUPPLEMENT	40219935			327.02
	US MERIT SYSTEM PROTECTION REPORTER ADVANCE SHEETS	40219897			497.28
	ATTORNEYS PRACTICE GUIDE TO NEGOTIATIONS 2D 2004 REPLACEMENT PAGES AND SUPPLEMENT	40220049			202.74
	LAW OF TOXIC TORTS 2004 UPDATES <i>(To delete)</i>	40220088			775.65 <i>(delete)</i>
<i>TO DELETE</i>	US MERIT SYSTEM PROTECTION REPORTER TWO NEW VOLUMES	40219949			198.37 <i>delete</i>
	TOTAL AMOUNT				\$ 33,165.59 41,360.50 T

ACCT 1000296803
ACCT 1000342976
ACCT 1000689499

\$ 33,165.59
13,389.08
608.38
\$ 47,163.05

~~\$ 25,177.28~~
163.05
47,900.00
TOTAL.

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.222-42	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987
52.213-3	NOTICE TO SUPPLIER	APR 1984

A.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct. 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).
- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (Apr 2003)
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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.amct.gov

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

A.4 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

A.5 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

A.6 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.7 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.