

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

2. CONTRACT NO. (Proc. Inst. Ident.) NRC-08-07-418	3. EFFECTIVE DATE <b>JAN 11 2007</b>	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. OIP-06-418
---	---	---

5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	6. ADMINISTERED BY (if other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100
---	--------------	---	--------------

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  ADVANCED SYSTEMS TECHNOLOGY & MGT  8300 OLD COURTHOUSE ROAD, SUITE 210  VIENNA VA 221823822	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission  Washington DC 20555	CODE	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Contracts: Sharlene McCubbin Mail Stop T-7-I2  Washington DC 20555	CODE 3100
---	------	--	--------------

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(5 )	14. ACCOUNTING AND APPROPRIATION DATA SEE BELOW DUNS: 049192649
---	---

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	APPN: 3172 6/7 1093 BOC: 252A B&R: 77G6011A560 JCN: A2006 OBLIGATE: \$400,000.00				
	APPN: 3172 6/7 1093 BOC: 252A B&R: 77G6011A560 JCN: G2006 OBLIGATE \$100,000.00				
	Total contract amount is \$2,989,260.59.				
	The amount obligated at award is \$500,000.00.				\$500,000
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					\$500,000.00

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

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

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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 condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
--	--

19A. NAME AND TITLE OF SIGNER (Type or print) <i>Yue Guan, President &amp; CEO</i>	20A. NAME OF CONTRACTING OFFICER Phyllis Bower Contracting Officer
19B. NAME OF CONTRACTOR BY <i>[Signature]</i>	20B. UNITED STATES OF AMERICA BY <i>[Signature]</i>
19C. DATE SIGNED <i>1/12/2007</i>	20C. DATE SIGNED <i>1/11/07</i>

## Table of Contents

<b>PART I - THE SCHEDULE .....</b>	<b>A-1</b>
<b>SECTION A - SOLICITATION/CONTRACT FORM .....</b>	<b>A-1</b>
SF 26 AWARD/CONTRACT .....	A-1
<b>PART I - THE SCHEDULE .....</b>	<b>B-1</b>
<b>SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS .....</b>	<b>B-1</b>
B.1 PROJECT TITLE .....	B-1
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) .....	B-1
B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991) .....	B-1
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK .....</b>	<b>C-1</b>
<b>SECTION D - PACKAGING AND MARKING .....</b>	<b>D-1</b>
D.1 PACKAGING AND MARKING (MAR 1987) .....	D-1
<b>SECTION E - INSPECTION AND ACCEPTANCE .....</b>	<b>E-1</b>
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	E-1
E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987) .....	E-1
<b>SECTION F - DELIVERIES OR PERFORMANCE .....</b>	<b>F-1</b>
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .....	F-1
F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993) .....	F-1
F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993) .....	F-1
F.4 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999) .....	F-2
F.5 PLACE OF DELIVERY--REPORTS (JUN 1988) .....	F-3
F.6 DURATION OF CONTRACT PERIOD (MAR 1987) .....	F-3
F.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....	F-3
<b>SECTION G - CONTRACT ADMINISTRATION DATA .....</b>	<b>G-1</b>
G.1 PROJECT OFFICER AUTHORITY (FEB 2004) .....	G-1
G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999) .....	G-2
G.3 2052.216-71 INDIRECT COST RATES-ALTERNATE 2 (OCT 1999) .....	G-3
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>H-1</b>
H.1 2052.242-70 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999) .....	H-1
H.2 2052.242-71 PROCEDURES FOR RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS (DPVS) (OCT 1999) .....	H-1
H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)H-2	
H.4 SEAT BELTS .....	H-2
H.5 Annual and Final Contractor Performance Evaluations .....	H-2
H.6 Compliance with U.S. Immigration Laws and Regulations .....	H-3
H.7 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003) .....	H-3
<b>PART II - CONTRACT CLAUSES .....</b>	<b>I-1</b>
<b>SECTION I - CONTRACT CLAUSES .....</b>	<b>I-1</b>

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE..... I-1  
I.2 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES  
OR FEES (DEC 2004)..... I-2  
I.3 52.232-25 PROMPT PAYMENT (FEB 2002) Alternate I (FEB 2002)..... I-4  
I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) ..... I-7

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....J-1**

**SECTION J - LIST OF ATTACHMENTS .....J-1**

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

The title of this project is as follows:

Enhancing Nuclear and Radiation Regulatory Authorities

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

The contract shall provide personnel with a wide range of technical and scientific disciplines applicable to nuclear safety and security regulations to assist the NRC's Office of International Programs (OIP) staff in providing a continuing and uninterrupted transfer of nuclear-related assistance to a select number of countries in Europe, Central Asia, West Asia, Pacific Rim and the Middle East.

**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 is \$2,989,260.59, of which the sum of 2,766,923.59 represents the estimated reimbursable costs, and of which 222,337.00 represents the fixed fee.

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

(c) The amount currently obligated by the Government with respect to this contract is 500,000.00, of which the sum of 460,000.00 represents the estimated reimbursable costs, and of which 40,000.00 represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through July, 31, 2007..

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****STATEMENT OF WORK ENHANCING NUCLEAR AND RADIATION REGULATORY AUTHORITIES****I. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) has been providing regulatory assistance and support to the regulatory bodies of certain countries of the former Soviet Union since 1993. The general areas where NRC has focused its technical assistance and training efforts include power and research reactor safety, fuel cycle safety, safety and security of radioactive sources and security of fissile materials. Continuation of these efforts is anticipated for the next five to ten years, and new needs will likely arise. At the present time, work involving Armenia, Azerbaijan, Georgia, Kazakhstan, Ukraine, Russia and Iraq is either underway or nearly complete, and partial funding through U.S. Agency for International Development and other sources is available. Funding for work in other countries of the former Soviet Union and the Middle East, in particular in Central Asia and the South Caucasus, if made available, could be utilized under the terms of this contract to provide regulatory assistance for enhancing the security of radioactive sources.

**II. CONTRACT OBJECTIVES**

The Contractor shall provide personnel with specific technical and scientific expertise applicable to nuclear safety and security regulations, including radioactive sources, to assist the NRC's Office of International Programs (OIP) staff in providing a continuing and uninterrupted transfer of nuclear-related assistance to countries of the former Soviet Union and the Middle East. Specific activities the contractor may be asked to support include program planning and management, review and development of legislative and technical bases for oversight of nuclear and radioactive materials, development of a national database (registry) of radioactive sources, enhancing day-to-day oversight of radioactive sources and coordination of ongoing and/or planned assistance-related activities.

**III. WORK REQUIREMENTS**

The Contractor shall assist OIP staff in conducting work activities which support the Office's goal of providing continuing and uninterrupted technical training and assistance to countries of the former Soviet Union and the Middle East. Contractor personnel will act independently and not as an agent of the U.S. government. Extended stays in the country receiving assistance by contractor personnel may occasionally be required (usually one person).

Contractor support shall be required for, but not limited to, assisting national regulatory authorities in the countries of the former Soviet Union and the Middle East in:

- Adopting and implementing the IAEA-sponsored Code of Conduct on the Safety and Security of Radioactive Sources;
- Developing and implementing nuclear safety and security regulations, licensing, and inspection programs for nuclear power reactors, research reactors, and fuel cycle facilities patterned after NRC and other international accepted practices and methodology; and
- Developing and implementing nuclear safety and security regulations, licensing and inspection programs for accountancy, control, and physical protection of nuclear materials (including radioactive sources) and physical protection of nuclear facilities.

The contractor may also be required to procure and install personal computers, means of transportation, radiation monitoring and/or communications equipment and basic office supplies at the national regulatory authority's site in support of the activities listed above.

#### IV. ACTIVITIES

##### ACTIVITY 1 PROGRAM PLANNING AND MANAGEMENT

The contractor shall assist the nuclear regulatory authorities in countries of the former Soviet Union, the Middle East (including Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Ukraine, Uzbekistan and Iraq), and Central Asia and the South Caucasus, if funding is available, and their technical support organizations in the establishment of a country-specific long-term plan for strengthening regulatory oversight of nuclear and radioactive materials. The plan will identify the priority of areas of work, define detailed scope of work for each area and the associated schedule and level of effort. The contractor shall also participate in the periodic review and update of the long-term plan.

The contractor's project manager will periodically review and develop in consultation with the NRC project manager the short-term objectives of ongoing or planned country-specific work. The short-term objectives and scope of work will depend on a number of factors, including achievements to date, immediate needs and funding availability. The contractor's project manager shall also prepare and periodically update and review with the NRC project manager the short-term and long-term costs associated with executing the assistance program.

##### ACTIVITY 2 REVIEW AND DEVELOPMENT OF LEGISLATIVE AND TECHNICAL BASES FOR OVERSIGHT OF NUCLEAR AND RADIOACTIVE MATERIALS

The contractor shall provide both technical and legal assistance to the nuclear regulatory authorities in countries of the former Soviet Union, the Middle East (including Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Ukraine, Uzbekistan and Iraq), and Central Asia and the South Caucasus, if funding is available, in reviewing country-specific laws, regulations, standards and guides utilized in performing regulatory oversight of nuclear and radioactive materials and modifying them to reflect U.S. and IAEA regulations, standards and guides considered appropriate by the regulator. Differences (strengths, weaknesses, omissions, etc.) between the country-specific regulations, standards and guides currently utilized and those utilized internationally should be identified and recommendations for improvements made. A prioritized plan for revising the existing country-specific regulatory structure and for the introduction and adoption of new regulatory requirements should also be developed, as appropriate.

The Contractor shall provide both technical and legal assistance to the national regulatory authority in modifying nuclear-related laws, regulations, standards and guides to incorporate recommendations made as a result of the aforementioned review, as appropriate. This effort will be performed in cooperation with both the national regulatory authority and other in-country experts. It may, in some cases, also involve experts from other national regulatory authorities. In addition, support should also be provided to the national regulatory authority for the conduct of seminars for providing information to appropriate in-country entities (end users, licensees, etc.) on the changes made.

The Contractor shall assist the national regulatory authority and its client organizations in developing and establishing internal procedures needed to consistently implement the developed basic regulations, standards and guides. This will include both technical and administrative procedures.

##### ACTIVITY 3 RADIOACTIVE SOURCES - DEVELOPMENT OF A NATIONAL DATABASE (REGISTRY)

The contractor shall provide technical assistance to the nuclear regulatory authorities in countries of the former Soviet Union, the Middle East (including Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Ukraine, Uzbekistan and Iraq), and Central Asia and the South Caucasus, if funding is available, in establishing an effective and operational radioactive sources database (registry) and radioactive source registration process. This effort should build upon any existing country-specific database/registry and registration process.

The database/registry should preferably be based upon and/or consistent with international practice. Initial efforts should include such activities as reviewing existing country-specific information on radioactive sources, performing field verification as necessary, reviewing existing procedures for populating and maintaining the source database/registry, and reviewing existing technical requirements for the source database/registry. A prioritized plan for enhancing the existing country-specific source database/registry and registration process should then be developed and implemented. A plan should be developed and implemented for populating the enhanced database/registry with updated information. A process to ensure continued long-term updating and maintenance for both the source database/registry and the registration process should also be established.

#### ACTIVITY 4 RADIOACTIVE SOURCES - ENHANCING DAY-TO-DAY OVERSIGHT

The contractor shall provide technical assistance to the nuclear regulatory authorities in countries of the former Soviet Union, the Middle East (including Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Ukraine, Uzbekistan and Iraq), and Central Asia and the South Caucasus, if funding is available, in enhancing day-to-day safety and security oversight of radioactive sources. The contractor shall perform an initial assessment of the designated regulatory authority to determine whether effective day-to-day oversight of radioactive sources (taking into account the insights developed during conduct of Activity 2 and 3 above) can be accomplished from a central location (i.e., a single headquarters office) or whether more localized, regional offices are needed. Based upon the aforementioned needs assessment, the contractor shall establish and/or update physical infrastructure and technical infrastructure that will serve as a base of the operations for the regional and/or headquarters offices. Activities to be conducted may include renovation of laboratory and inspection office facilities, upgrading office equipment and communication and transportation facilities and establishing a basic set of radiological equipment for inspections of regional user facilities.

The contractor shall also provide technical assistance to the national regulatory authority in establishing an initial qualification and re-qualification program for regional office and headquarters staff and in conducting training to bring the regional office and headquarters inspection staffs up to modern standards. Activities to be conducted may include establishing qualifications necessary for all inspection-related staff, developing training programs in the areas of regulation, data base management, control and accounting, physical security, inspection and enforcement, conducting training of key inspection personnel and training for laboratory and inspection equipment maintenance staff.

#### V. KEY OUTCOMES AND MILESTONES

The key outcome for Activity 2 above is for each national regulatory authority to enact nuclear-related laws, rules and regulations that are consistent with international standards. Key milestones needed to achieve this outcome include agreement with the national regulatory authority to conduct a detailed country-specific assessment, the start and completion of the assessment, the start and completion of drafting proposed revisions to existing laws, rules and regulations, submission of the revised laws, rules and regulations to the appropriate entity(ies) for review (regulatory authority for rules and regulations, Parliament for laws, etc.) and the adoption and promulgation of the revised laws, rules and regulations. Actual completion dates will be developed on a country-specific basis.

The key outcome for Activity 3 above is for each national regulatory authority to have an effective country-specific national registry of radioactive sources. Key milestones needed to achieve this outcome include agreement with the national regulatory authority to develop such a registry, the actual start of inventorization

efforts (data gathering), data entry into an appropriate computer database, and completion and adoption of a national registry. Actual completion dates will be developed on a country-specific basis.

The key outcome for Activity 4 above is for each national regulatory authority to have effective day-to-day oversight of radioactive sources within their respective country. Key milestones needed to achieve this outcome include starting and completing an assessment of whether effective oversight can be accomplished from a central office or whether regional offices are needed, developing a plan and schedule for updating physical and technical infrastructure at the central office and/or regional office(s) and initiation and completion of physical and technical infrastructure upgrades. Actual completion dates will be developed on a country-specific basis.

## VI. ANTICIPATED SCHEDULE AND DELIVERABLES

The contractor shall begin efforts as specified in Activities 2, 3, and 4 for each regulatory authority specifically designated by NRC within 60 days after acceptance of this task. The regulatory authorities of Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan and Uzbekistan shall be considered the designated regulatory authorities for provision of support by this task. However, the NRC project manager may both designate additional regulatory authorities for provision of support by this task and/or remove regulatory authorities for provision of support by this task. Provision of support to any additional regulatory authorities designated by the NRC project manager shall commence within 60 days after designation by the NRC project manager. Termination of support to any regulatory authority designated by the NRC project manager shall be complete within 60 days after designation by the NRC project manager.

The contractor's project manager shall also provide the NRC project manager with copies of any reports, assessments, laws, regulations and/or analyses developed while performing Activities 2, 3 and 4. These reports, assessments, laws, regulations and/or analyses shall be considered deliverables under this task. This information shall be provided within 30 days after acceptance by the contractor.

The contractor shall also prepare and submit a quarterly status report to the NRC project manager. This report shall contain such information as:

### Financial Status

- Total Estimated Contract Amount;
- Total Funds Obligated to Date;
- Total Costs Incurred in the Reporting Period;
- Detailed Costs Incurred During the Reporting Period;
- Balance of Obligations Remaining; and
- Balance of Funds Needed to Complete Contract.

### Technical Progress

- Efforts Completed/Schedule Milestone Information;
- Work Performed During the Reporting Period;
- Plans for Next Reporting Period; and
- Anticipated Problem Areas.

## VII. ANTICIPATED MEETINGS AND TRAVEL

The contractor shall maintain effective communication with both the NRC project manager and the national regulatory authority project managers. Coordination meetings between the contractor, the NRC project manager and national regulatory authority project managers throughout the duration of this task order are anticipated. Meetings will primarily be held at NRC offices in Rockville, Maryland, and at corresponding designated regulatory authority offices in Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan and Uzbekistan. Meetings will be scheduled on an as needed basis. For planning purposes, it should be assumed that coordination meetings are held quarterly alternating between Rockville, Maryland and locations in Armenia, Azerbaijan, Georgia, Kazakhstan, Kyrgyzstan, Tajikistan and Uzbekistan.

In addition, the NRC project manager and the national regulatory authority project managers may choose to periodically meet at the contractor's facility to review progress and to provide input into the project.

#### VIII. NRC FURNISHED MATERIAL

Materials under this task order will be provided on an as needed basis per mutual agreement.

#### IX. CONTRACTOR ACQUIRED MATERIAL

Materials under this task order will be acquired on an as needed basis.

#### X. PERSONNEL QUALIFICATIONS REQUIRED

Personnel performing work under this contract shall have pertinent technical experience in one or more of the following areas: nuclear, mechanical, civil, electrical or chemical engineering, regulation of nuclear facilities or activities, health physics, and project management. Personnel should also have expertise relative to nuclear technology and nuclear and/or radioactive materials commonly utilized in countries of the former Soviet Union and the Middle East.

The contractor shall provide a project manager and technical team members as appropriate for the performance of each task order issued under this contract. Technical team members must possess the capability to address highly complex technical issues related to nuclear safety and security and have a thorough knowledge of NRC's approach to performing safety and security reviews and evaluations. Team members must be available to stay for extended periods in countries of the former Soviet Union and the Middle East to work with indigenous technical specialists. It is desirable for some technical team members to be fluent (both spoken and written) in languages commonly used in countries of the former Soviet Union and the Middle East.

#### XI. SUBCONTRACT SUPPORT

In the event that specific tasks will be subcontracted or outsourced to in-country technical support organizations or individual experts, the contractor's project manager shall establish a mechanism that (1) ensures that any subcontracted, in-country tasks are focused on specific objectives to be accomplished, (2) identifies problems with established schedules, costs and overall budget, (3) provides updates and impacts to the contractor spending plan, and (4) ensures the quality of deliverables so that all information and data are accurate and complete. If deemed necessary for specific in-country locations, the contractor's project manager may subcontract specific project management tasks. The contractor's project manager shall also review and approve any data, documentation, or reports generated by subcontracted tasks prior to inclusion in final contract deliverables to be provided to the NRC project manager.

#### XII. ASSISTANCE COORDINATION

The Contractor shall assist the NRC Project Manager in coordinating ongoing or planned activities with other involved entities. Such coordination could include (though not be necessarily limited to) representatives of other entities with the government of the United States (for example, the Departments of State, and Energy), representatives of entities within other governments (for example, the Russian Federal Nuclear and Radiation Safety Authority and the European Union) and representatives of international organizations (for example, the IAEA). The contractor shall also assist the NRC Project Manager in fostering cooperation between national regulatory authorities.

#### XIII. PERIOD OF PERFORMANCE

The period of performance for the work specified in this SOW shall commence on the date of acceptance of this SOW and shall continue until three years after the date of acceptance of this SOW.

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

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

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

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

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

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

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

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	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 officer. 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/task order:

(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 delay, 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 report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
  - (b) Total funds obligated to date.
  - (c) Total costs incurred this reporting period.
  - (d) Total costs incurred to date.
  - (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
  - (f) Balance of obligations remaining.
  - (g) Balance of funds required to complete contract/task order.
  - (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
- (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

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

(i) Property status:

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

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

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

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

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

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

#### **F.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 (One copies)

U. S. Nuclear Regulatory Commission ATTN: John Ramsey, OIP MAIL STOP O-4E24 Washington, DC 20555 (PROJ-OFFICER-ADD1) (PROJ-OFFICER-ADD2) (PROJ-OFFICER-ADD3) (PROJ-OFFICER-ADD4)

(b) Contracting Officer (1 copy)

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

This contract shall commence on January 12, 2007 and will expire January 11, 2010.

#### **F.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PROJECT OFFICER AUTHORITY (FEB 2004)**

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

Name: John Ramsey

Address: OIP/ICA  
MAIL STOP O-4E24  
Washington, DC 20555

Telephone Number: 301-415-2744

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

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

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

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

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

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

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

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

(a) Total expenditure for travel may not exceed \$244,000.00 without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers.

Section G

The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

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

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

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

G.3 2052.216-71 INDIRECT COST RATES-ALTERNATE 2 (OCT 1999)

(a) For this contract, the ceiling amount reimbursable for indirect costs is as follows:

INDIRECT COST POOL	RATE	BASE	PERIOD
Off-site OH	[REDACTED]	0	01/12/07-01/11/2010
On-site OH	[REDACTED]	0	01/12/07-01/11/2010
Fringe Benefit	[REDACTED]	0	01/12/07-01/11/2010
G&A	[REDACTED]	0	01/12/07-01/11/2010
		0	0

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

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 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 health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The 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.2 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 process 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 Program, as appropriate.

(e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC 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 own 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 file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

### **H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)**

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

### **H.4 SEAT BELTS**

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

### **H.5 Annual and Final Contractor Performance Evaluations**

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

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

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

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

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

## **H.6 Compliance with U.S. Immigration Laws and Regulations**

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

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

(End of Clause)

## **H.7 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)**

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors

who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

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

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
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	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002

52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
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	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
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
52.244-2A	SUBCONTRACTS ALTERNATE I (JAN 2006)	JAN 2006
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	SEP 2006
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## **I.2 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause-- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number: National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY) To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor. (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law. (e) The requirement to post the employee notice in paragraph (b) does not apply to-- (1) Contractors and subcontractors that employ fewer than 15 persons; (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees; (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements; (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States. (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; (2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster. (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a

result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

### **I.3 52.232-25 PROMPT PAYMENT (FEB 2002) Alternate I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

#### **(a) Invoice payments--**

##### **(1) Due date.**

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

##### **(2) Certain food products and other payments.**

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

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

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to,

but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

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

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

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

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

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

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

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

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

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

(7) Additional interest penalty.

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

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

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

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

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

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

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

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

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

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

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

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

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

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

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

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

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

#### **I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.arnet.gov/far>

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

1 Billing Instructions