

<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.) DR-33-07-300		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RQ-SEC-07-300	
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts - CMB3 Attn: Richard Bright Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100	6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Office of Information Services Attn: Wilfred Madison Mail Stop 06D3M Washington, DC 20555	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  CONVERA TECHNOLOGIES INC  1921 GALLOWS RD STE 200  VIENNA VA 221823900		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
9. DISCOUNT FOR PROMPT PAYMENT  Net 30 Days		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	
CODE 038306486	FACILITY CODE		

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 Payment Team, Mail Stop T-9-H-4 Attn: (DR-33-07-300)  Washington DC 20555	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		CODE	3100	

14. ACCOUNTING AND APPROPRIATION DATA B&R 77L-15-511-160 JC: J7034 BC:3142 AN:31X0200.77L Obligate \$75,000.00	
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The NRC hereby accepts Convera Technologies Inc quote dated June 18, 2007 in accordance with RFQ-SEC-07-300 posting of the attached Statement of Work. This order shall be effective October 1, 2007 through January 31, 2008 with an estimated ceiling of \$108,000.00.				

15G. TOTAL AMOUNT OF CONTRACT \$108,000.00

(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 checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>R F Q SEC 07-300</u> 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.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER <i>Robert B. Webber</i>
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED <i>9/28/07</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-2</b>
<b>SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS .....</b>	<b>B-2</b>
B.1 PRICE/COST SCHEDULE .....	B-2
B.1 CONSIDERATION AND OBLIGATION – WORK ORDERS.....	B-2
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....</b>	<b>C-3</b>
<b>PART II - CONTRACT CLAUSES .....</b>	<b>I-2</b>
<b>SECTION I - CONTRACT CLAUSES .....</b>	<b>I-2</b>
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	I-2
I.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007).....	I-3
I.3 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) .....	I-4
I.4 52.232-25 PROMPT PAYMENT (OCT 2003).....	I-6
I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	I-10
<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....</b>	<b>J-1</b>
<b>SECTION J - LIST OF ATTACHMENTS .....</b>	<b>J-1</b>

**TASK ORDER FOR  
RETRIEVALWARE WEB SEARCH INTERFACE FOR  
NRC's GENERAL HEARING DOCKET INTERFACE PORTAL (GIP)**

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PRICE/COST SCHEDULE**

Description	# Hours	Daily Rate	Total
Convera Consulting Services			\$108,000.00
<b>Total</b>			\$108,000.00

**B.2 – CONSIDERATION AND OBLIGATION – WORK ORDERS**

(a) The total estimated amount (ceiling) for the products/services ordered, delivered, and accepted under this delivery order is \$108,000.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the delivery order period provide such as necessary for orders to be placed with the contractor during the delivery order period provided. Such orders are within any maximum ordering limitation prescribed under this deliver order.

(b) The amount presently obligated with respect to this delivery order is \$75,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this delivery order. The obligated amount shall, at no time, exceed the delivery order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this deliver. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."

**TASK ORDER FOR  
RETRIEVALWARE WEB SEARCH INTERFACE FOR  
NRC's GENERAL HEARING DOCKET INTERFACE PORTAL (GIP)**

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**PROJECT TITLE: RETRIEVALWARE PROJECT FOR GENERAL HEARING DOCKET**

**1. BACKGROUND**

This Task Order under GSA Contract TBD.

Under previous projects, NRC has completed deployment of web search interfaces, using Retrievalware to extract records/files, documents from the ADAMS Main Library and the Electronic Hearing Docket. The web interfaces are called the Public Interface Portal (PIP), Electronic Hearing Docket Interface Portal (EIP), and Staff Interface Portal (SIP). A web search interface is needed similar to the EIP. This web search interface will be known as General Hearing Docket Interface Portal.

**2. SCOPE OF WORK**

The requirements for the GIP need to be ascertained by base-lining the EIP. Then analyzing the EIP architecture (see below) and identifying the ability to support a second search tool for the General Hearing Docket library known as E-Filing or General Proceedings. The interface, upon completion, will be based on EIP. The interface should be virtually the same in functionality with the exception of utilizing the General Proceedings filenet library for indexing purposes.

Current EIP Specifications:

- OS: Win 2000 STD
- CPU:2 Xeon 3.06 ghz
- RAM: 2 GB
- HD: 2 x 36GB
- Manufacturer: HP Proliant DL 380
- Software:
- Convera Retrievalware 7.0.3 SP7
- Symantec Antivirus 9.0.4.1000
- Active Perl 5.8.6 Build 811
- Adobe Acrobat 6.0.3
- Filenet Panagon IDM Desktop 3.2
- SQL Server Client Tools

The contractor shall work with the NRC customers to finalize these requirements implement an adaptive maintenance plan for the duplication of the EIP capability including acceptance by NRC for the application delivery and will provide maintenance for the remaining period of performance of this contract.

**TASK ORDER FOR  
RETRIEVALWARE WEB SEARCH INTERFACE FOR  
NRC's GENERAL HEARING DOCKET INTERFACE PORTAL (GIP)**

A kick off meeting will be initiated to address the full requirements for completing the GIP application. The system's functional and operational requirements and reports generated under the previous EIP effort will be reviewed. The proceeds from this meeting entail deliverable tasks.

After the kickoff meeting, the contractor shall then produce a project plan and schedule covering the activities associated with installation and implementation of the Web-based search interfaces for GIP. The project plan shall delineate the schedule of activities, tasks, milestones, deliverables and staffing plan to complete the requirements of these tasks.

**The Contractor's proposed schedule and assignment of resources should be completed with the following goals in mind:** GIP is due to be fully operational and completed six months following the contract award with a Pilot/Beta version release planned for two months prior to final release.

**3. TASKS:**

The Contractor shall complete adaptive maintenance using EIP as the baseline for interface design.

The current EIP installation is to be used as the basis for GIP and consists of a server running RetrievalWare indexing a FileNet Panagon Content Services library. The configuration settings for the EIP library may serve as the detailed requirements for the configuration of GIP. All of the library specific configurations for the RetrievalWare Server are to be identical to EIP including:

- All Fields and Field Settings Defined in the EIP rware.cfg
- All RDB Functions Currently Defined in the EIP rware.cfg
- All index settings Defined in the EIP rware.cfg
- All RW Services Defined in the EIP exec.cfg

The interface for EIP is written in Convera's CGI Macro language and running on Microsoft IIS Web Server. The EIP Interface pages should only be modified such that a copy of the code is made and that code is altered to point to the GIP repository.

Software Performance Characteristic: The system and software shall be designed so that the system is available for users from 04:00 AM - 1:00AM and provide for maintenance during the off-line hours of 1:00AM - 4:00AM.

**Maintenance and Recovery Processes**

The Contractor will provide a file logging capability to ensure speedy recovery of file indexing aborts related to utilizing filenet capabilities.

The Contractor shall design and implement a solution for the integration of backup and recovery procedures for the RetrievalWare application with the backup and recovery procedures for FileNET. Provide a plan for assuring that any files, actions, logs in FileNET that are critical to the proper functioning of the RetrievalWare application have been taken into consideration and appropriate procedures are in place to handle any possible conflicts. In

**TASK ORDER FOR  
RETRIEVALWARE WEB SEARCH INTERFACE FOR  
NRC's GENERAL HEARING DOCKET INTERFACE PORTAL (GIP)**

particular, install procedures for handling the truncation of the FileNET audit log which is critical to the incremental update of RetrievalWare. The plan shall insure that the audit logging does not degrade performance of the HLWC and EHD Libraries. This plan shall have FileNET approval to insure their continued support of our FileNET Software. The plan shall be automated to minimize user error. The plan shall include Backup and Restore procedures from the incremental update file which allows for full data recovery without running a full index.

**TESTING:**

The Contractor shall define test programs, plans, and procedures, conduct testing, and evaluate and document results. Types of testing may include:

- Subsystem and system level testing.
- Data Integrity Testing
- Load Testing
- System compatibility testing
- Acceptance testing
- Functional testing
- Integration testing
- Full qualification testing
- Field testing and evaluation

The Contractor shall conduct testing in total or shall support Government test personnel as specified. The Contractor shall review and evaluate Test Evaluation Master Plans, test plans, test procedures and test results as required by the COTR.

**Quality Control:**

The contractor shall provide a description of their Quality Control plan to the client.

**Unsatisfactory work** - Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, shall be at its' own expense and without additional reimbursement by the Government.

**OPERATIONS AND MAINTENANCE:**

The Contractor shall provide consulting services to advise the NRC on the appropriate hardware configuration for these applications. The hardware solution should take into consideration the growth of the systems for a five year period. The NRC will provide all necessary hardware and the Operating System.

**Technical Support and Maintenance:** Maintenance includes providing support in the following areas following system acceptance for the remaining performance period: answering questions on application operation or on associated system problems, troubleshooting, writing problem reports, making minor modifications, and implementing modifications as recommended by the contractor or requested by the NRC project manager or the designated NRC representative.

**TASK ORDER FOR  
RETRIEVALWARE WEB SEARCH INTERFACE FOR  
NRC's GENERAL HEARING DOCKET INTERFACE PORTAL (GIP)**

Acceptance Criteria: The contractor shall respond to problems within four (4) hours. Problems which disable the production server shall be resolved within - 4 hours and technical issues shall be addressed within 4 hours or as agreed upon by the NRC Project Manager or designated representative. Problems identified as non-emergency are scheduled for correction per agreement between the NRC Project Manager and the Contractor. The Contractor shall respond to questions and problems during NRC normal working hours 07:00AM - 5:00PM EST Monday - Friday and on weekends.

**4. DOCUMENTATION AND OTHER DELIVERABLES**

**The Contractor shall provide written documentation of the system.** This will include any and all special configurations required during installation of both the hardware and software. Other documentation shall contain any and all custom code necessary for the application to function properly and meet NRC requirements.

- Written test plans to include test report.
- Written and electronic copies (CD Rom) of system configuration/set-up documentation.
- Written and electronic copies of custom software documentation.
- RetrievalWare Search and Indexing software for the appropriate number of servers.
- FileNET Panagon IDM Synchronizer for the appropriate number of servers if needed in addition to the existing FileNET Panagon IDM Synchronizers.
- Software Maintenance after acceptance through end of performance period

**Procedures:**

- Written and electronic copies of production support procedures, which include monitoring the system.
- Written and electronic copies of procedures to maintain system performance.
- Written and electronic copies of backup and restore procedures.
- Written and electronic copies of general maintenance procedures or guidelines.

**User Support**

- Written and electronic copies of user training documentation.
- On-line HELP file

**Reports**

- Bi-weekly Status Reports – scope and content as specified and defined in the Contract SOW and Task Orders. Contractor spending reports with detailed summaries.
- The contractor shall bring problems or potential problems affecting performance to the attention of the COTR, Project Manager or designated representative as soon as possible. Verbal reports will be followed up with written reports when directed by the COTR, Project Manager or designated representative.
- The contractor shall notify the COTR, Project Manager or designated representative when 75 % of the amount of the task has been expended (for Time and Materials task orders).

**TASK ORDER FOR  
RETRIEVALWARE WEB SEARCH INTERFACE FOR  
NRC's GENERAL HEARING DOCKET INTERFACE PORTAL (GIP)**

- **Delivery Instructions.** All deliverables shall be delivered to the client no later than the date specified in the project schedule Deliverables are to be transmitted with a cover letter, on the prime contractor's letterhead, describing the contents
- **Inspection and Acceptance.** In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the contractor notified of the COTR, Project Manager or designated representative findings within 5 work days of normally scheduled review. If the deliverables are not acceptable, the COTR will notify the Contractor immediately.

**5. PERIOD OF PERFORMANCE and LOE**

6 months from date of contract award  
With the Level of Effort (LOE) estimated at [REDACTED]

**6. ADMINISTRATION**

**Security Clearance**

Contractor personnel shall obtain a security clearance at the established level necessary to allow contractor personnel to proceed unescorted to the designated place of work within NRC facilities.

Oral briefings and participation in meetings

Contractor personnel shall attend and participate in regularly scheduled staff, planning, and task control meetings as required. Upon request, the Contractor shall prepare and present oral briefings on progress of work, unique or interesting technical findings, and results of research and presentation of draft conclusions or reports.

Hours of duty

The work hours for this task are from 08:00 hours through 16:30 hours Monday through Friday, excluding Government Holidays.

Planned/Emergency Absences

The Program Manager will notify the NRC Task Manager when Contractor staff is on extended planned absences or away from the area. The Contractor shall provide a substitute individual so that the project will not suffer any undue delays.

Monitoring of Funds

Since work on this SOW is measured in support hours provided and since the effort is constrained by a fixed budget, the contractor shall monitor and report expenditure of staff hours bi-weekly and shall compare actual monthly expenditures with proposed monthly expenditures outlined in the spending plan. The Government reserves the right to redirect effort within the scope of the tasks to insure that the product is as usable within the limits of the funds provided.

7. **GOVERNMENT FURNISHED ITEMS.** The contractor shall specifically identify in their proposal the type, amount, and time frames required for any government resources, excluding those listed below.

The Government will provide the following:

- Office space, supplies, equipment etc.
- Standard Operational Procedures, regulations, manuals, texts, briefs and other materials associated with the project and the hardware/software noted throughout this SOW.

8. **CONTRACTOR FURNISHED ITEMS.**

The Contractor shall provide and install copies of the RetrievalWare software and any additional FileNET software necessary to make these applications function.

**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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED	SEP 2006

	VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	
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
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## **I.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)**

(a) Definitions. As used in this clause-

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstocps/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 511210 assigned to contract number DR-33-07-300.

[Contractor to sign and date and insert authorized signer's name and title].

### **I.3 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.4 52.232-25 PROMPT PAYMENT (OCT 2003)**

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 contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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[For this Contract, there are NO attachments in this Section]