AW	ARD/CONTRACT					
		Page 1				
1. THIS CONTRACT IS A RATED ORDER UN	DER DPAS (15	CFR 350) RATING				
2. CONTRACT NO. (Proc. Inst. Ident.) No. NRC-03-90-030	E DATE 2 5 19996	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRR-90-030				
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Negotiation Br. 2; P-1042 Washington, DC 20555 CONTACT - Mary Little PHONE - (301) 492-4289	(If o Contrac Div. of Mail St	ISTERED BY Code: ther than Item 5) t Administration Branch Contracts & Property Mgmt. op P-902 ton, DC 20555				
 NAME AND ADDRESS OF CONTRACTOR Scientech, Inc. Engineering & Management Services Attn: Roger J. Mattson 	{}	8. DELIVERY () FOB ORIGIN () OTHER (See below)				
11821 Parklawn Drive Rockville, MD 20852 Duns Code: Facility Code:		9. DISCOUNT FOR PROMPT PAYMENT N/A				
10. SUBMIT INVOICES (4 copies unless SHOWN IN ITEM: 6	otherwise sp	ecified) TO THE ADDRESS				
11. SHIP TO/ CODE MARK FOR		AENT WILL CODE MADE BY				
US Nuclear Regulatory Commission Attn: Brian E. Thomas, WF-12-H26 Office of Nuclear Reactor Regulati Washington, DC 20555	ton Divi	Nuclear Regulatory Commission ision of Accounting and Finance /COM Accounting Section hington, DC 20555				
13. AUTHORITY FOR USING OTHER THAN (() 10 U.S.C. 2304(c)() () 43	FULL AND OPEN 1 U.S.C. 253	N COMPETITION (c) ()				
14. ACCOUNTING AND APPROPRIATION DAT B&R No.: 020-19-12-01-0 FIN Appn No. 31x0200.200	TA : L-1466					
15A.ITEM 15B.SUPPLIES/ 150 NO. SERVICES	C.QUANTITY 1	5D.UNIT 15E.UNIT 15F.AMOUNT PRICE				

Provide "Technical Assistance for Close-Out of Nuclear Power Plant Lices ing Actions and Related Issues" in accordance with Section C herein and the contractor's technical proposal of 4/5/90 and revision thereto of 7/3/90 which are incorporated herein by this reference.

15G. TOTAL AMOUNT OF CONTRACT

\$427,137.00

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)

Prescribed by GSA FAR(48 CFR) 53.214(a)

9010040160 900925 PDR CONTR NRC-03-90-030 PNU

AWARD/CONTRACT

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M	EVALUATION FACTORS FOR AWARD
	CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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. () AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ______, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) Roser J. Matsan Vice President	20A. NAME OF CONTRACTING OFFICER Mary H. Mace
Roger J. Mattan Vice President 19B. NAME OF CONTRACTOR SCIENTECH, Inc by <u>Rogen</u> Mattan (Signature of person authorized to sign)	by ALLE OF COntracting Officer)
19C. DATE SIGNED Sent 24, 1990 EXCEPTION TO STANDARD FORM 26 (REV. 4-85)	20C. DATE SIGNED GO

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Technical Assistance for Close-Out of Nuclear Power Plant Licensing Actions and Related Issues

(End of Clause)

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE I (JUNE 1988)

a. Brief description of work:

The contractor shall provide technical assistance to the NRC in identifying the implementation status of particular licensing actions/issues at each applicable nuclear power plant and in documenting the results to fully account for the close-out status of a particular action.

b. Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

(End of Clause)

B.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989)

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$427,137.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The Contracting Officer will obligate funds on each task

order issued.

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

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION /WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 BACKGROUND

As safety issues associated with nuclear power plants are identified and technically resolved, the Nuclear Regulatory Commission (NRC), through the Office of Nuclear Reactor Regulation (NRR), may impose certain requirements on some or all licensees and applicants (henceforth, licensees shall be taken to include both licensees and applicants) that they must address. These requirements may apply to a single licensee or to a group of licensees, based on the type of plant, e.g. boiling water reactor (BWR) or pressurized water reactor (PWR), or to all licensees. These communications may take the form of orders or generic communications such as bulletins and generic letters. The responses to these requirements from licensees may involve significant plant modifications requiring several years to implement.

"Issues" as used in this Statement of Work refer to generic issues which include Unresolved Safety Issues (USIs), Generic Safety Issues (GIs), Environmental Issues (EIs), Licensing Issues (LIs), and Regulatory Impact Issues (RIs). A generic issue is an outstanding safety problem that has been identified with all, several, or a class of reactors or reactor-related facilities that is not of an immediate urgent nature to resolve. Resolution of these issues is likely to result in NRC imposed requirements and/or industry actions that will substantially improve safety.

Generally, the process by which issues are closed by the NRC once they are identified and specific requirements have been determined and approved is as follows:

- Orders, generic letters, bulletins, or other generic communications are sent to licensees.
- Licensees' proposed implementation plans are reviewed and approved by the NRC as appropriate.
- Licensees implement their plans.
- 4. NRC Regional inspectors verify licensees' implementation.

The NRC ensures that not only are the imposed safety requirements properly implemented by licensees, but also that the status of requirements is accurately documented. The NRC plans to improve the quality and reliability of its closure procedures by issuing NUREG/CR reports and augmenting its computer data base. The

Hage i

documentation and record-keeping for these requirements will be centralized under one group (Management Information and Program Assessment Group, NRR) to ensure that the documentation is consistent and verifiable.

The NRC has resolved approximately 600 technical issues pertaining to a multitude of the 113 licensed nuclear power plants in the U.S. In round numbers, requirements of varying degrees of complexity imposed upon licensees have resulted in over 20,000 plant actions. Many of these actions are reviewed for technical acceptability by the NRC. All imposed requirements on licensees have been technically reviewed to ensure that proper actions have been taken by utilities to implement the requirements. Records documenting the closure of these requirements are incomplete. The NRC needs technical assistance to fully and consistently document actions related to these requirements.

C.1.2 OBJECTIVE

The objective of this contract is to obtain expert technical services to assist the NRC in establishing the status of licensees' review, implementation, and verification of particular licensing issues at each applicable nuclear power plant. (During the period of performance, this contract will have applicability to all commercial nuclear power plants located in the United States). The results are to be appropriately documented by the contractor.

C.1.3 WORK REQUIREMENTS

C.1.3.1 The contractor shall provide a responsible Project Leader and team members as may be appropriate for performance of each task order.

The scope of work involves the application of the following types of disciplines: Civil or Structural Engineering, Mechanical Engineering, Chemical Engineering, Metallurgical Engineering, Electrical Engineering, Electronics Engineering, Instrumentation and Control Engineering, Nuclear Engineering, Software Engineering, Fire Protection Engineering, Quality Assurance or Quality Control Engineering, and other technical skills and areas of expertise (e.g., health physics, emergency preparedness, and experience in nuclear power maintenance) as they pertain to the operation and construction of nuclear power plants with emphasis on safety where judgments are made as to whether applicable codes and federal regulations are being, or have been, implemented and/or followed.

The Project Leader will be specifically responsible for coordinating the efforts of the team, performing project management duties and ensuring quality of deliverables to ensure that all of the information and data being compiled and submitted are accurate and complete.

For Task Orders placed by the NRC, the following represents the type of work to be performed. Some task orders may only involve compilation of data, i.e., accepting the information as correct and

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preparing a report. Other task orders may involve a 100 percent audit of the information associated with the licensing action (or other NRC action defined and assigned in the task order) to assure that the individual actions are closed.

- C.1.3.2 The following are typical types of tasks that will be assigned under the contract. The completion schedule will be determined when the tasks are assigned.
- Review background information pertinent to the resolution of the issue assigned, including correspondence between the NRC and the licensees. Become familiar with the NRC requirements or acceptance criteria associated with that issue and determine to which licensees the issue applies.
- 2. For regulatory issues assigned, compile the necessary information and documentation already available within NRR. Provide a list of any necessary missing information or documentation. Identify any needed supporting documentation to ensure complete traceability of status to a source document, and take necessary action to obtain this documentation within the NRC.
- 3. For regulatory issues assigned, review all responses received from the licensees and evaluate the resolutions of the problems involved. Identify all outstanding commitments. Identify all of the the actions taken by the licensee and the date(s) when the licensee responded.
- 4. For regulatory issues assigned, review NRC inspection reports and other related documents to determine the status of actions required or committed to by the licensee or applicant. Identify and document Regional inspector comments and applicable NRR review documents, such as Safety Evaluation Reports (SERs). Identify and document the remaining areas of concern relative to the issue assigned. Recommend resolution or need for further action that will lead to resolution or any special action.
- Determine the status of the issue at each effected nuclear power plant and compile a status summary for each effected plant.
- 6. Perform other tasks that relate to the above efforts such as.
 - Develop technical data and provide results and conclusions to be used in the preparation of answers to technical inquiries and evaluations of events, allegations, and other technical issues.
 - Provide expert testimony on problems, issues, and allegations at public hearings and other similar events.
 - c. Perform independent engineering analyses for review and assessment of the appropriateness and status of issues in

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response to NRC imposed requirements. These analyses shall consist of applying technical judgment and advising the NRC whether or not a licensee's response to an NRC requirement closes out an action or issue.

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C.1.3.3 The work under the contract is estimated to be issued through about six task orders per contract-year over a three-year period. It is possible that more than one task order may be in place simultaneously. The average task order should take approximate y six months to complete and consume an average of twelve professional staff weeks of effort, although this estimate may vary considerably from task order to task order (See also Section L, LEVEL OF EFFORT).

C.1.4. MEETINGS AND TRAVEL

a. Efforts associated with each task order will require close coordination and interface with the staff both in Headquarters and in the Regions. Most of the information will have to be coordinated with the Licensing Project Managers in Headquarters. Therefore, effort in performing the work under this contract will require contractor personnel to spend about 70 percent of their time at NRC Headquarters located in Rockville, Maryland.

b. For purposes of estimating the overall budget for travel costs other than to meet the above requirement, the contractor shall plan on three one-person, ten-day trips. During each ten-day trip, it shall be necessary for the contractor to travel to each of the NRC Regional Offices, i.e., Region I (King of Prussia, Pennsylvania); Region II (Atlanta, Georgia); Region III (Glen Ellyn, Illinois); Region IV (Arlington, Texas); and Region V (Walnut Creek, California).

(End of Clause)

C.2 TRAVEL APPROVALS (MAR 1987)

a. All domestic travel requires the prior approval of the Project Officer.

b. All foreign travel must be approved in advance by the NRC on NRC Form 445 and shall be in compliance with 52.247-63 Preference For U.S. Flag Air Carriers. Such approval will be communicated in writing through the Contracting Officer.

(End of Clause)

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.

(End of Clause)

Section E

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE 52.246-5 APR 1984 INSPECTION OF SERVICES--COST-REIMBURSEMENT

Section F

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.212-13 AUG 1989 STOP-WORK ORDER ALTERNATE I (APR 1984)

F.2 PREPARATION OF TECHNICAL REPORTS (JUNE 1988)

All technical reports required by Section , and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Manual Chapter 3202. NRC Manual Chapter 3202 is not applicable to any Contractor Spending Plan (CSP) and any Firancial Status Report that may be included in this contract. (See Section J for List of Attachments).

(End of Clause)

F.3 REPORTING REQUIREMENTS

F.3.1 Technical Reports

- a. Specific technical reporting requirements will be specified in each task order Statement of Work. Generally, there will only be one technical report at the completion of each task order; see b. below. Some reports may be submitted in the form of computer files. Status reporting on the progress to date and accomplishments will be done in the Monthly Business Letter Report (MBLR).
- Reports submitted at the completion of task orders will be in a NUREC/CR format in accordance with NRC Manual Chapter 3202 and will typically contain:
 - An introduction that identifies the safety significance of the issues or requirements and includes the relationship to other generic communications or actions in other Nac Offices.
 - (2) Background that identifies the history of the events that prompted the issues or requirements.
 - (3) Salient actions that were required by the licensees, including identification of the plants effected and a summary of the

responses by each facility.

- (4) Overall summary of the responses to the requirements imposed by the NRC, identifying the actions taken by the utilities, results of inspections and tests, components replaced or repaired, and Regional inspector comments.
- (5) The closure criteria used.
- (5) Identification of areas of concern uncovered or remaining, along with recommendations for their resolution or for further actions to lead to resolution.
- (7) Recommendations, if appropriate, regarding special or long term actions.
- (8) Appendices that provide, as appropriate, the following for each effected facility:
 - (a) A copy of the NRC directive (i.e., order, bulletin, letters, or other directive).
 - (b) The dates of the responses to the NRC directive, the close-out status, and the specific closure criteria used for those plants for which the directive is found to be closed.
 - (c) Identification of the inspection report(s) addressing the acceptability of the response(s) with a summary of any salient comments.
 - (d) Identification of the inspection report(s) addressing the status and/or completion of actions committed to in the response(s) with a summary of any salient comments.
 - (e) If applicable, identification of the components repaired or replaced.
 - (f) Proposed items for NRC follow-up.
- F.3.2 Monthly Business Letter Report (MBLR)

A Monthly Business Letter Report shall be submitted by the 15th of each month to the NRC Project Officer (original and one copy) with a copy provided to the Contracting Officer, Contract Administration Branch, Division of Contracts and Property Management, Office of Administration.

Each report shall contain two sec ions: a Work Progress Status Section and a Financial Status Section.

F.3.2.1 SECTION 1 - TASK ORDER(S) WORK PROGRESS STATUS SECTION (Applicable to task orders only)

For each task order, the contractor shall provide the following work progress status information:

- a. Descriptive Data
 - The contract number, the FIN and the Task Order Number and Title.

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- The Principal Investigator (Team Leader) and telephone number.
- The NRC Lead Engineer and telephone number.
- b. Task order funding status

For each active Task Order, provide the following information:

Cost Ceiling: Period Cost: FY-XX Cost to Date: Cumulative Costs to Date: Percent Expended to Date Against Ceiling:

c. Scheduled Milestone Information

For each active task order, provide the scheduled milestone information in the following format:

Task	Planned Completion Date	Revised Completion Date	Actual Date
Provide a brief summary of the work/title; include any reports or travel.	The day, month and year scheduled for completion, or time-frame if a date is not known or projected.	The revised day, month and year based on a change. (The reason for the change must be given in the "problem/reso- lution" section.)	The day, month and year all the work is actually completed.

d. Work Performed During the Period

This section should contain a clear, succinct discussion of the work performed on the task order during the period. As a minimum, the discussion should support the costs reported for the period. Verbiage such as "worked on all tasks," or, "Mr. XXXXXX worked on Task 2." are not particularly useful and reduce the effectiveness of the MBLR as a management tool and for historical documentation.

Any travel taken during the reporting period should also be summarized in this section of the report. Each travel summary should identify the person(s) who traveled, the duration of the travel, the purpose of the travel, and a summary of the work accomplishments.

e. Problem/Resolution

All problems encountered during the period should be clearly and succinctly identified and stated. Then, the resolution or the proposed resolution should be briefly described. It should be clearly evident from a reading of the description who has the action to solve the problem, should it still exist at the time the report is written.

Notwithstanding the status of the problem at the time the MBLR is written, all problems should be recorded in the "Problem/Resolution" section of the MBLR for documentation and historical reference purposes. If the problem still exists in a subsequent month, in whole or in part, it should be described as it currently exists; otherwise, it should be deleted from the report.

Problems or circumstances that require a change in the level of effort or costs, scope, or travel requirements are to be described in the MBLR for documentation purposes, but are to be dealt with separatelyin a letter addressed and sent to the Contract Administrator with a copy to the Project Officer.

f. Plans for the Next Period

Provide a brief description of the work to be performed or accomplished during the next reporting period. If a milestone is expected to be completed during the next reporting period, so state.

- F.3.2.2 SECTION II ~ FINANCIAL STATUS SECTION (Applic*ble to Overall Contract)
- Provide the total direct staff effort used, the amount of funds expended (costed) during the period, the total amount of funds costed during the current fiscal year to date, and the cumulative amount of funds costed (all fiscal years) to date. The costs should be reported as whole numbers rounded to the nearest dollar. The financial status shall be reported for each task order and a total contract summary in the following format provided. (Note: the format may vary from contractor to contractor depending on the accounting categories used):

		Current Month	FY Year to Date	Cumulative to Date					
	Direct Staff Effort (in weeks)								
	Direct Salarie Materials and Services ADP Support Subcontracts Travel Indirect Labor Costs G&A Expenses Fee								
	Total								
	Percentage of	available funds	costed: XX%						
2.	Overall Fundin	g Status							
	Provide the prior year carryover (when applicable) and the current Government fiscal year funding level as reflected in the contract funds received to date for the current Government fiscal year, as follows:								
	Prior FY Carryover \$XXX	FY Projected Funding Level \$XXX	FY_ Fund Rec'd to \$XXX	Is FY_Funding Date Bal. Needed \$XXX					
F.4	PLACE OF DEL	IVERYREPORTS (JUNE 1988)						
a11	The items to charges paid b	be furnished he by the Contractor	reunder shall t , to:	be delivered, with					
	a. Project Officer (3 copies)								
	US N Offi Plan	in E. Thomas Nuclear Regulator Ice of Nuclear Re Ining, Program, & Nington, DC 2055	Management Sup	on oport Branch					
	b. Contract	ing Officer (1 c	copy)						
	Cont	Nuclear Regulat tract Number: NRC ision of Contract tract Administrat	-03-90-030 is and Property	Management					

Washington, D.C. 20555

(End of Clause)

F.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE I (JUNE 1988)

The ordering period for this contract shall commence on the effective date, and will expire on September 29, 1993. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

(End of Clause)

Section G

SECTION G - CONTRACT ADMINISTRATION DATA

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G.1 INDIRECT COST RATES (JUNE 1988)

a. Pending the establ'shment of final indirect rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs as follows:

CATEGORY	RATE (%)	COST BASE	APPLICABLE PERIOD
Overhead	75.4% Tota	1 Direct Labor	9/24/90-7/31/93
G&A		1 Direct Cost d Overhead	9/24/90-7/31/93

b. The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the Contractor. It is the Contractor's responsibility to notify the Contracting Officer in accordance with 52.232-20 - Limitation of Cost or 52.232-22 - Limitation of Funds, as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.

(End of Clause)

G.2 PROJECT OFFICER AUTHORITY (JUNE 1988)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: Brian E. Thomas

Address: US Nuclear Regulatory Commission Office of Nuclear Reactor Regulation Planning, Program, & Management Support Br. Mail Stop 12-H26 Washington, DC 20555

Telephone Number: (301) 492-1210

b. Performance of the work under this contract shall be 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, fills in details or otherwise serves to accomplish the contractual statement of work. 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 additional work outside the general scope of the contract.

 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.

 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 shall be issued in writing by the Project Officer or shall be confirmed by such person in writing within ten (10) working days after verbal issuance. A copy of said written direction shall 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 such person'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 c above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such 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.

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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 shall be subject to 52.233-1 - Disputes.

 In addition to providing technical direction as defined above, the Project Officer is responsible for:

 Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements.

 Assisting the Contractor in the resolution of technical problems encountered during performance.

3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

G.3 TRAVEL REIMBURSEMENT (JUNE 1988)

a. Total expenditure for domestic travel shall not exceed \$13,360.00 without the prior approval of the Contracting Officer.

b. The Contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide each additional traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

c. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the federal Travel Regulations that are in effect on the date of the These Regulations specify the daily maximum per diem rates pecific localities within the Conterminous United States (1), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.

d. When the Government changes the Federal Travel

Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make all of the arproved trips and remain within the cost and fee limitations of this contract due to the changes.

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e. The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas". Copies of this publication may be obtained from the U.S. Government Printing Office, Washington, D.C. 20402.

(End of Clause)

G.4 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

Name: Scientech, Inc.

Address: P. O. Box 1406

Idaho Falls, ID 83403

(End of Clause)

G.5 TASK ORDER PROCEDURES (MAR 1987)

a. Task Order Request for Proposal

When a requirement within the scope of work for this contract is identified, the Contracting Officer will transmit to the Contractor a Task Order Request for Proposal which will include the following, as appropriate:

- 1) Background.
- 2) Objective.
- 3) Work Reguirements and Schedule.
- Estimated Level of Effort and Period of Performance.
 - reriormance.
- 5) Technical Reporting Requirements.
- 6) Meetings and Travel.
- 7) NRC Furnished Materials.
- 8) Applicable Special Provisions.

b. Task Order Proposal

By the date specified in the Task Order Request for

Proposal, the Contractor shall deliver to the Contracting Officer a written Task Order Proposal that provides the following technical and cost information, as appropriate:

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1) Technical Proposal Content.

a) A discussion of the scope of work requirements to substantiate the Contractor's understanding of the requirements of the Task Order and the Contractor's proposed method of approach to meet the objective of the order.

b) Resumes for professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background, specific pertinent work experience and a list of any pertinent publications authored by the individual.

c) Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the task order.

d) Identification of "Key Personnel" and the number of staff hours that will be committed to completion of work on the Task Order.

2) Cost Proposal.

The Contractor's cost proposal for each Task Order shall be prepared using the Standard Form 1411, Contract Pricing Proposal cover sheet. A copy of the form and instructions are attached to this contract. Each Task Order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the Contractor's estimated cost for the proposed Task Order exceeds \$100,000 and the period of performance exceeds six months, the Contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The Task Order Request for Proposal will indicate if a CSP is required.

c. Task Order Award

The Contractor shall perform all work described in definitized Task Orders issued by the Contracting Officer. Definitized Task Orders will include the following:

- 1) Background.
- 2) Objective.
- 3) Work Reguirements and Schedule.
- Estimated Level of Effort and Period of Performance.
- 5) Technical Reporting Requirements.
- 6) Meetings and Travel.
- 7) NRC Furnished Materials.
- 8) Applicable Special Provisions.

(End of Clause)

G.6 ACCELERATED TASK ORDER PROCEDURES (JUNE 1988)

a. The NRC may require the Contractor to commence work before receipt of a definitized Task Order from the Contracting Officer. Accordingly, when the Contracting Officer verbally authorizes, the Contractor shall proceed with performance of the Task Order subject to the monetary limitation established for the Task Order by the Contracting Officer.

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

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Page 25

H.1 KEY PERSONNEL (MAR 1987)

a. The following individuals are considered to be essential to the successful performance of the work hereunder.

Vincent W. Panciera Domenic B. Vassallo Leon L. Beratan

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

b. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determ.nes that:

1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

(End of Clause)

Section H

H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with these regulations or requirements, the Contracting Officer, may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

(End of Clause)

H.3 DISSEMINATION OF CONTRACT INFORMATION (MAR 1987)

The Contractor shall comply with the requirements of the attached NRC Manual Chapters 3202 and 3206 (See Section J for List of Attachments) regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(End of Clause)

H.4 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

(End of Clause)

H.5 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE II & III

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause. Except

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where a lesser limitation is stated, these provisions apply to the entire subject matter set forth in the scope of work for the entire period of contract performance, including any extensions, and are therefore not limited to the scope or duration of a particular task order.

(c.) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer prior to execution of such contractual arrangement.

(2.) The contractor may not perform any services for any NRC licensee or applicant that are the same as, or substantially similar to, the services contemplated under the scope of work for this contract without prior written approval of the NRC contracting officer.

(3.) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract, except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 41 CFR §20-1.5402(a).

(2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

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(3) Recognizing that the scope of work of this task order type contract necessarily encompasses a broad spectrum of activities, the contractor agrees that it will disclose all proposed new work of any type involving NRC licensees or applicants. Such disclosure must be made prior to the submission of a bid or proposal to the utility or other regulated entity whenever possible, and must be received by the NRC at least 15 days prior to the proposed award date in any event. The disclosure must include the statement of work and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity.

(e) Access to and use of information.

(1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to:

(1) Us, this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public, or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information nder this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR \$20-1.5411.

(End of Clause)

H.6 SITE ACCESS BADGE REQUIREMENTS (JUNE 1988)

During the life of this contract, the rights of ingress and egress for contractor personnel shall be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer will assist the Contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the Contractor to insure that each employee has proper identification at all times. All prescribed identification shall be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contract personnel must have this identification in their possession during on-site performance under this contract. It is the Contractor's duty to assure the safeguarding of any Government records or data that contractor personnel may come into contact with. Adherence with special requirements for Foreign Nationals, in accordance with NRC Manual Chapter 2101, Part VII.C is the responsibility of the Contractor.

(End of Clause) SHED MATERIALS

H.7 GOVERNMENT FURNISHED MATERIALS

Any required documents or information to be provided by the NRC for performance of work will be identified in each task order.

(End of Clause)

Section 1

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

1.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	
52.203-1		OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR
		SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.209-6	MAY 1989	
		INTEREST WHEN SUBCONTRACTING
		WITH CONTRACTORS DEBARRED,
		SUSPENDED, OR PROPOSED FOR
		DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS
		BY COMPTROLLER GENERAL
		AUDIT NEGOTIATION
52-215-22	APR 1988	
		COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING
		DATA
52.215-31	SEP 1987	
		CAPITAL COST OF MONEY
		ORDER OF PRECEDENCE
		ALLOWABLE COST AND PAYMENT
		FIXED FEE
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS
		CONCERNS AND SMALL
		DISADVANTAGED BUSINESS
		CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-
		OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR
		SURPLUS AREA CONCERNS
52.222-3	APR 1984	CONVICT LABOR

Section 1

			EQUAL OPPORTUNITY
52.222-35	APR	1984	AFFIRMATIVE ACTION FOR SPECIAL
			DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR	1984	
52.222-37			
			DISABLED VETERANS AND VETERANS
			OF THE VIETNAM ERA
52.223-2	APR	1984	
52.225-13	MAY	1989	
			WITH SANCTIONED PERSONS
52.227-1	APR	1984	AUTHORIZATION AND CONSENT
52.227-2			
			PATENT AND COPYRIGHT INFRINGEMENT
52.228-7	APR	1984	
			THIRD PERSONS
52.232-17	APR	1984	
52.232-22			
52.232-23			
52.233-1	APR	1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3			
			ALTERNATE 1 (JUN 1985)
52.237-2	APR	1984	PROTECTION OF GOVERNMENT
			BUILDINGS, EQUIPMENT,
			AND VEGETATION
52.242-1	APR	1984	NOTICE OF INTENT TO
			DISALLOW COSTS
52.243-2	AUG	1987	
			ALTERNATE I (APR 1984)
52.244-2	JUL	1985	
			(COST-REIMBURSEMENT
			AND LETTER CONTRACTS)
52.244-5			COMPETITION IN SUBCONTRACTING
52.245-5	JAN	1986	GOVERNMENT PROPERTY
			(COST-REIMBURSEMENT,
			TIME-AND-MATERIAL, OR
			LABOR-HOUR CONTRACTS)
52.246-25			LIMITATION OF LIABILITY SERVICES
52.249-6			TERMINATION (COST-REIMBURSEMENT)
52.249-14			
52.230-3	SEP	1987	COST ACCOUNTING STANDARDS
52.230-4	SEP	1987	ADMINISTRATION OF COST
			ACCOUNTING STANDARDS

1.2 ORDERING (FAR 52.216-18) (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

(End of Clause)

1.3 DELIVERY-ORDER LIMITATIONS (FAR 52.216-19) (APR 1984)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.4 REQUIREMENTS (FAR 52.216-21) (APR 1984) ALTERNATE 1 (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the date of expiration of the contract.

(End of Clause)

1.5 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtimepremium is paid for work--

(.) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in conrection with administration, protection, transportation,

maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

1.6 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)

(a) Definitions. As used in this clause, "Controlled Substances" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in

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the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an oncoing drug-free awareness program to inform such employees about-

(1) The dangers of drug abuse in the workplace;

(11) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph
 (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will-

(1) Abide by the terms of the statement; and

(11) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph

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(b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

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(i) Taking appropriate personnel action against such employee, up to and including termination; or

(11) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

1.7 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the

designated payment office shall be the later of the following two events:

(1) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(11) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as foilows:

(1) The due date for meat and 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 further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date 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, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(1) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 7 days after receipt of the invoice at esignated billing office (3 days for meat and meat food product. 5 days for perisnable agricultural commodities, edible fats of vis, and food products prepared from edible fats or oils). Untimely

notification will be taken into account in the computatium of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(1) Name and address of the Contractor.

(11) Invoice date.

(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, prompt payment discount terms). Bill of 1/ding number and weight of shipment will be shown for shipments (c) 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 be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed 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.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the

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due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day after the contractor delivered the supplies or performed 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. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based 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.

(11) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not enceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and 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. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount per od through the date when the Contractor is paid.

(8) If this contract was at rded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the contractor:

Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

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(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) 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.

(End of Clause)

1.8 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (FAR 52.232-28) (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payment, and shall submit this designation to the Contracting Officer or other Government Official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

 Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit ident'fying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Foural Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and the American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for

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savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payment of amounts otherwise properly due.

(End of Clause)

1.9 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

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.

(End of Clause)

1.10 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS--(FAR 52.203-12) (JAN 1990)

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(a) The awarding of any Federal contract.

(b) The making of any Federal grant.

(c) The making of any Federal loan.

(d) The entering into of any cooperative agreement.

(e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this

clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an zency," as used in this clause, includes the following individuals who are employed by an ugency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5. United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modificatir of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee

of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(1)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

 Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those activities expressly authorized by subdivision (b)(3)(1)(A) of this clause are permitted under this clause.

(11) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. (2) Any reasonable payment to a person other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(11)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable.

Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(11)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal Contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certification) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification (vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

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Section J

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3202
4	Standard Form 1411 with Instructions
5	NRC Manual Chapter 3206
6	NUREG-0650, Technical Writing Style Guide