

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO. (Proc. Inst. Ident.) No. NRC-04-90-372	3. EFFECTIVE DATE  09/30/90	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-90-372
--	-----------------------------------	--

5. ISSUED BY  U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 2; P-1042 Washington, DC 20555 CONTACT - Paul J. Edgeworth PHONE - (301) 492-4279	Code:  6. ADMINISTERED BY (If other than Item 5) Contract Administration Branch Div. of Contracts & Property Mgmt. Mail Stop P-902 Washington, DC 20555
---	--

7. NAME AND ADDRESS OF CONTRACTOR  
Shonka Research Associates, Inc.  
5199 Sandlewood Court  
Marietta, GA 30068

8. DELIVERY  
( ) FOB ORIGIN  
(X) OTHER (See below)

Duns Code:  
Facility Code:

9. DISCOUNT FOR PROMPT PAYMENT  
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS  
SHOWN IN ITEM: 6

11. SHIP TO/  
MARK FOR

See Section F

12. PAYMENT WILL CODE  
BE MADE BY

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
GOV/COM Accounting Section  
Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION  
( ) 10 U.S.C. 2304(c) ( ) ( ) 41 U.S.C. 253(c) ( )

14. ACCOUNTING AND APPROPRIATION DATA  
B&R No. 0601925040 FIN No. L16650  
Appn. No. 31X0200.600 OBLIGATE: \$125,000.00

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
------------------	----------------------------	---------------	-----------	--------------------	-------------

The contractor shall perform research entitled "Continued Development of a Laundry Monitor for Detection of Hot Particle Contamination" in accordance with the schedule and the contractor's technical proposal dated April 19, 1990, as revised September 13, 1990, which is incorporated herein by reference. This is a firm fixed price contract.

15G. TOTAL AMOUNT OF CONTRACT \$125,000.00

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

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

9010100190 900925  
PDR CONTR  
NRC-04-90-372 PNU

X SEC	16. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
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 2 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) <u>Deborah B. Shank</u>	20A. NAME OF CONTRACTING OFFICER <u>Mary H. Mace</u>
19B. NAME OF CONTRACTOR by <u>Deborah B. Shank</u> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <u>Mary H. Mace</u> (Signature of Contracting Officer)
19C. DATE SIGNED <u>9/21/90</u>	20C. DATE SIGNED <u>9/25/90</u>

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)

\*Contractor Spending Plan (CSP) is not applicable.

## TABLE OF CONTENTS

PAGE

AWARD/CONTRACT . . . . .	1
TABLE OF CONTENTS. . . . .	3
PART I - THE SCHEDULE. . . . .	5
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS . . . . .	5
B.1 BRIEF DESCRIPTION OF WORK (MAR 1987). . . . .	5
B.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE. (JUNE 1988) . . . . .	5
SECTION C - DESCRIPTION/SPECIFICATION. . . . .	6
/WORK STATEMENT	
C.1 STATEMENT OF WORK . . . . .	6
SECTION D - PACKAGING AND MARKING. . . . .	7
D.1 PACKAGING AND MARKING (MAR 1987). . . . .	7
SECTION E - INSPECTION AND ACCEPTANCE. . . . .	8
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .	8
SECTION F - DELIVERIES OR PERFORMANCE. . . . .	9
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .	9
F.2 PREPARATION OF TECHNICAL REPORTS (JUNE 1988). . . . .	9
F.3 PLACE OF DELIVERY--REPORTS (JUNE 1988). . . . .	9
F.4 DURATION OF CONTRACT PERIOD (MAR 1987). . . . .	10
F.5 REPORTS, DOCUMENTATION AND OTHER DELIVERABLE END ITEMS. . .	10
SECTION G - CONTRACT ADMINISTRATION DATA . . . . .	11
G.1 PROJECT OFFICER AUTHORITY (MAR 1987). . . . .	11
ALTERNATE II (MAR 1987)	
G.2 INVOICE REQUIREMENTS. . . . .	11
G.3 PAYMENT . . . . .	12
SECTION H - SPECIAL CONTRACT REQUIREMENTS. . . . .	13
H.1 KEY PERSONNEL (MAR 1987). . . . .	13
H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987). . . . .	14
H.3 DISSEMINATION OF CONTRACT INFORMATION (FEB 1990). . . . .	14
H.4 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988). .	14
H.5 DRAWINGS, DESIGNS, AND SPECIFICATIONS (JUN 1988). . . . .	15
H.6 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST . . . . .	15
H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED .	17
(JUNE 1988)	
PART II - CONTRACT CLAUSES. . . . .	18
SECTION I - CONTRACT CLAUSES . . . . .	18
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE .	18
I.2 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990) . . . . .	19
I.3 PROMPT PAYMENT (FAR 52.232-25) (APR 1989) . . . . .	21
I.4 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (FAR 52.232-28) .	26
(APR 1989)	
I.5 CLAUSES INCORPORATED BY REFERENCE . . . . .	27



(FAR 52.252-2) (JUN 1988)

PART III - LIST OF DOCUMENTS, EXHIBITS . . . . .	28
AND OTHER ATTACHMENTS	
SECTION J - LIST OF ATTACHMENTS. . . . .	28
J.1 ATTACHMENTS (MAR 1987). . . . .	28



PART I - THE SCHEDULESECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

## B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall conduct research entitled "Continued Development of a Laundry Monitor for Detection of Hot Particle Contamination."

B.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE  
(JUNE 1988)

The firm fixed price of this contract is \$125,000.00.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION  
/WORK STATEMENT

---

C.1 STATEMENT OF WORK

The work to be performed and the objectives to be met in this contract shall be in accordance with the contractor's technical proposal dated April 19, 1990, as revised September 13, 1990, which was submitted in response to the FY 1990 Small Business Innovation Research Program (SBIR), and which is incorporated herein by reference.

(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 - 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
52.246-9	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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

## F.2 PREPARATION OF TECHNICAL REPORTS (JUNE 1988)

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

(End of Clause)

## F.3 PLACE OF DELIVERY--REPORTS (JUNE 1988)

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

## a. Project Officer (3 copies)

U.S. Nuclear Regulatory Commission  
Attn: Jack M. Bell  
Mail Stop NLS 139  
Office of Nuclear Regulatory Research  
Division of Regulatory Applications  
Washington, DC 20555

## b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission  
Contract Number: NRC-04-90-372  
Division of Contracts and Property Management  
Contract Administration Branch  
Washington, D.C. 20555

(End of Clause)

## F.4 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on 09/30/90 and will expire on 03/29/92.

(End of Clause)

## F.5 REPORTS, DOCUMENTATION AND OTHER DELIVERABLE END ITEMS

- a. Letter progress reports shall be submitted on a quarterly basis in three copies to the Project Officer and one copy to the Contracting Officer. These reports shall be due by December 30, 1990, March 30, 1991, June 30, 1991, September 30, 1991, and December 30, 1991.
- b. A final report to include the results of the work performed under this contract shall be submitted to the Project Officer in one camera-ready copy and three copies on March 29, 1992. In addition, one copy of the final report shall be submitted to the Contracting Officer on March 29, 1992.

(End of Clause)



SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY (MAR 1987)  
ALTERNATE II (MAR 1987)

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

Name: Jack M. Bell

Address: U.S. Nuclear Regulatory Commission  
Mail Stop NLS 139  
Office of Nuclear Regulatory Research  
Division of Regulatory Applications  
Washington, DC 20555

Telephone Number: (301) 492-3747

b. The Project Officer is responsible for:

- 1) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.
- 2) Inspecting and accepting products/services provided under the contract.
- 3) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

c. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

(End of Clause)

G.2 INVOICE REQUIREMENTS

Invoices shall be submitted in an original and 3 copies to:

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Management  
Contract Administration Branch - P-902  
Washington, D.C. 20555.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name of the business concern and invoice date.

2. Contract number or other authorization for delivery of property or services.
3. Description price and quantity of property and services actually delivered or rendered.
4. Shipping and payment terms.
5. Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent
6. Other substantiating documentation or information as required by the contract.

(End of Clause)

### G.3 PAYMENT

- a. Payment in the amount of \$20,800.00 shall be made to the contractor after receipt and acceptance of each of the quarterly letter progress reports as required in Section F.5.a. Payment shall not be made prior to receipt of said progress reports.
- b. Final payment in the amount of \$21,000.00 will be made to the contractor after receipt and acceptance of the final report as required in Section F.5.b.
- c. All contractor invoices shall identify the contract number and the monthly letter progress report for which payment is claimed.
- d. If this contract provides for a discount, the contract shall indicate the contract's discount terms (Block 9 of Standard Form 26) on the face page of the invoice.

(End of Clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

---

### H.1 KEY PERSONNEL (MAR 1987)

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

Dr. Joseph J. Shonka  
Scott Schwahn  
Craig Misko

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 determines 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)



## 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 (FEB 1990)

In addition to the reports required under Section F, the contractor and the NRC Project Officer shall discuss whether the information resulting from this research warrants publication in refereed scientific and engineering journals. Such publication should focus on advances in science and technology and minimize conclusions and/or recommendations which may have regulatory implications. The Contracting Officer will make the final determination whether the publication of research results is within the scope of work under this contract and therefore an allowable cost. The Contracting Officer will notify the contractor of the decision in writing. The contractor shall not incur costs associated with such publication until after receipt by the contractor of notification that publication should be pursued. If the decision is made to publish, the contractor shall actively pursue the publication in accordance with the provisions of NRC Manual Chapters 3202 and 3206. The contractor shall coordinate all such publications with, and transmit a copy of the proposed article to, the NRC Project Officer for review and approval prior to publication. The intent of this provision is to facilitate the broad dissemination of significant information. It is not intended to control the publication of research supported by the NRC.

(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 DRAWINGS, DESIGNS, AND SPECIFICATIONS (JUN 1988)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities must be afforded the Commission by the Contractor and its subcontractors), are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and must, subject to the right of the Contractor to retain a copy of the material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

(End of Clause)

#### H.6 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(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.

(c) Work for others. 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.

(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.

(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:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period 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 under 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.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED  
(JUNE 1988)

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

(End of Clause)

PART II - CONTRACT CLAUSESSECTION I - CONTRACT CLAUSES

## I.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	DEFINITIONS
52.203-1	APR 1984	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	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	DEC 1989	AUDIT -- NEGOTIATION
52.215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
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
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-3	DEC 1989	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT ALTERNATE I (APR 1984)
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-20	JUN 1987	RIGHTS IN DATA -- SBIR PROGRAM
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-2	APR 1984	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS
52.232-17	APR 1984	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES
52.233-3	AUG 1989	PROTEST AFTER AWARD
52.243-1	AUG 1987	CHANGES -- FIXED PRICE ALTERNATE V (APR 1984)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.249-4	APR 1984	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-9	APR 1984	DEFAULT (FIXED PRICE RESEARCH AND DEVELOPMENT)
52.203-12	JAN 1990	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

## 1.2 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 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 ongoing drug-free awareness program to inform such employees about--

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

(ii) 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--

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

(ii) 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 (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:

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

(ii) 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)

### I.3 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:

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

(ii) 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 follows:

(i) 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)(i) 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 the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) 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 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 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 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.

(7) 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.

(ii) 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 exceed 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 period through the date when the Contractor is paid.

(8) If this contract was awarded 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:

(i) 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.

(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)

#### I.4 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:

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

(2) The American Bankers Association 9-digit identifying 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 Federal 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 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)

#### I.5 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)



PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS

---

SECTION J - LIST OF ATTACHMENTS

---

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3202
4	NRC Manual Chapter 3206