

AWARD/CONTRACT

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

RATING

PAGE OF PAGES

2. CONTRACT (Proc. Inst. Ident.) NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST PROJECT NO.

1 2

SBO 91 1 3024 CODE

11/14/90

RS-RG5-91-278

US Small Business Administration  
SMALL BUSINESS ADMINISTRATION  
MAIL CODE 0914  
330 N. BRAND BLVD., SUITE 1200  
GLENDALE, CA 91203-2304

44

ADMINISTERED BY (If other than item 5) CODE  
US Nuclear Regulatory Commission  
Division of Contracts and Property Management  
Contract Administration Branch; P-902  
Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and ZIP Code)

CDS Information Services, Inc.  
611 S. Kinsley Drive  
Los Angeles, CA 90005

8. DELIVERY

FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

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

6

11. SHIP TO MARK FOR FACILITY CODE

See Section F

12. PAYMENT WILL BE MADE BY CODE  
US Nuclear Regulatory Commission  
Division of Accounting & Finance  
Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c)(1)  41 U.S.C. 253(c)(5)

14. ACCOUNTING AND APPROPRIATION DATA

See Prime Contract

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

The US Nuclear Regulatory Commission hereby accepts CDS Information Services, Inc.'s technical proposal dated September 25, 1990, and revised October 4, 1990, in response to the NRC Solicitation RG5-91-278, dated September 12, 1990, all of which are incorporated into this contract by reference, to perform the effort as specified therein. This is a firm-fixed-price contract. (See Clause No. 52.219-12 for special 8(a) subcontract conditions.)

15G. TOTAL AMOUNT OF CONTRACT \$ 77,849.88

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 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)  
KATHY H. PARK, PRESIDENT

20A. NAME OF CONTRACTING OFFICER  
MARY SPENCER  
CONTRACTING OFFICER

19B. NAME OF CONTRACTOR  
BY *Danley Paul*  
(Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA  
BY *Mary Spencer*  
(Signature of Contracting Officer)

19C. DATE SIGNED  
11-26-90

20C. DATE SIGNED  
NOV 26 1990

62.219-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-32-91-278 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The CDS Information Services, Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-32-91-278 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility for the administration of this subcontract to the U. S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U. S. Nuclear Regulatory Commission.

(4) That it will notify the U.S. Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U. S. Nuclear Regulatory Commission.

(End of clause)

52.210-14 LIMITATIONS ON SUBCONTRACTING

As prescribed in 19.508(e), insert the following clause: LIMITATIONS ON SUBCONTRACTING (OCT 1987)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

AWARD/CONTRACT

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

2. CONTRACT NO. (Proc. Inst. Ident.) No. NRC-32-91-278	3. EFFECTIVE DATE 11/14/90	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RG5-91-278
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5. ISSUED BY Code:  U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 2; P-1042 Washington, DC 20555 CONTACT - Susan Taylor PHONE - (301) 492-8292	6. ADMINISTERED BY Code: (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 CDS Information Services, Inc. 611 S. Kingsley Drive Los Angeles, CA 90005-2354  Duns Code: Facility Code:	8. DELIVERY ( ) FOB ORIGIN ( ) OTHER (See below)  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/ CODE MARK FOR  US Nuclear Regulatory Commission ATTN: E ard Frigillana 1450 Maria Lane, Suite 210 Walnut Creek, CA 94596	12. PAYMENT WILL CODE BE MADE BY  U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION  
( ) 10 U.S.C. 2304(c) ( ) (X) 41 U.S.C. 253(c) (5)

14. ACCOUNTING AND APPROPRIATION DATA  
B&R 195-20-67-25-0; FIN: C50061  
APPN 31X0200.195 Obligate: \$77,849.88

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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The Contractor shall perform data entry services for NRC Region V in accordance with the Statement of Work and the Contractor's technical proposal dated September 25, 1990, and revised October 4, 1990, which is incorporated by reference herein. This is a firm-fixed-price contract.

15G. TOTAL AMOUNT OF CONTRACT \$77,849.88

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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 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  
 (MARY SPENCER)  
**CONTRACTING OFFICER**

20A. NAME OF CONTRACTING OFFICER

(M) Mary H. Mace

19B. NAME OF CONTRACTOR

by Mary Spencer  
 (Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA

by Clara Wiggins  
 (Signature of Contracting Officer)

19C. DATE SIGNED **NOV 26 1990**

20C. DATE SIGNED 11/14/90

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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:

REGION V DATA ENTRY SERVICES

(End of Clause)

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide the necessary personnel to fulfill the data processing requirements of the NRC Region V. The data entry will be performed on site at the Region V office in Walnut Creek, CA, using a terminal provided by the region.

(End of Clause)

B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE  
(JUNE 1988)

The firm fixed price of this contract is \$77,849.88.

(End of Clause)

B.4 PAYMENT SCHEDULE

The Contractor shall be paid monthly in the amount of \$6,487.49 per month (1/12th of the total firm fixed price of \$77,849.88 for one year.) This amount includes all travel and expenses required under the contract. Should the Government elect to exercise its option to renew the contract for an additional year, the firm fixed price for the first option year shall be the same as for the initial contract year. Should the Government elect to exercise its option to renew the contract for the second option year, the price for that year shall be \$82,520.87, paid in monthly amounts of \$6,876.73 the first 11 months and \$6,876.84 the 12th month.

The Contractor's employees working at the Walnut Creek, CA, site shall be entitled to receive two weeks of paid vacation each year and shall be paid for ten Federal holidays each year. A deduction from the Contractor's monthly payment shall be made for employee



absences in excess of the above on an hourly basis. During the first year of the contract and the first option year, the hourly rate to be deducted for absence in excess of that stated above shall be \$11.88 per hour for the Senior Programmer Aide and \$10.38 per hour for the Programmer Aide. If the second option year is exercised, the rate to be deducted for the absence of the Senior Programmer Aide shall be \$12.59 per hour; \$11.00 per hour for the Programmer Aide.

SECTION C - DESCRIPTION/SPECIFICATION  
/WORK STATEMENT

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## C.1 STATEMENT OF WORK

## Statement of Work

## C.1.1. Background

The Contractor shall provide two full time Programmer Aides, each working forty hours per week, and one part time Project Manager, working two hours per week, to fulfill the data processing requirements of NRC Region V. The data entry will be performed on-site at the Region V office in Walnut Creek, CA, using a terminal provided by the region. The working hours for the Programmer Aides shall be 7:00 a.m. to 3:45 p.m. for one aide and 7:30 a.m. to 4:15 p.m. for the other aide.

Region V will conduct a brief training session (approximately 12 hours) in NIH Wylbur logon, collect, modify, save, etc., procedures, as well as instructions regarding the specific tasks.

The estimated volume of data entry is as follows:

- a. RITS - Approximately 800 entries per week for case, TACs, staff and MMS files.
- b. 766 - 25 forms per week including modifications and deletions.
- c. Daily Report - 1 or 2 pages per day.
- d. Allegation Tracking File - Approximately 8 entries per week.
- e. Outstanding Items List File - Approximately 100 forms per week.
- f. Gray & Yellow Books - Monthly modification of data set from marked-up printout.
- g. SIMS File - Approximately 20 updates per month.
- h. MIP (Master Inspection Plan) - Wide screen updating of Region V Inspection Plan.

The following types of personnel shall be required to support these efforts:

Category	Minimum Qualifications
Project Manager	College degree or equivalent plus approximately five years or more progressive experience in data processing. Experience should include performance of feasibility studies, systems analysis, systems design, programming, testing and system installation plus at least two years recent experience in managing projects involving development activities. Must have detailed knowledge of project management responsibilities.
Programmer Aide	An individual who is capable of (1) interpreting and entering raw data into a computer from code form and source documents, and (2) setting up the necessary pre-established job control procedure in the proper sequence with appropriate control cards to execute, audit, update and report generator programs as required. He/she must have a minimum of one (1) year experience with data entry and systems operations tasks.

#### C.1.2. General Tasks

Other than the items identified under a specific task, contractor shall perform the following general tasks on a daily basis:

- a. Power on and maintain printer up status at start of work day until end of work day.
- b. Extract reports, separate between job numbers and place on work table.
- c. Replace printer paper and ribbon, as needed. The MIS Coordinator shall be notified when printer paper is needed.

#### C.1.3. Data Entry Items - Regulatory Information Tracking System (RITS) Work Requirement

Operation of the RITS system shall include data entry functions with regard to the weekly processing of the system, as well as the generation of the weekly report.

The Programmer Aide shall follow the instructions below and have all reports generated by c.o.b. Thursday. In the event of a Monday holiday, the reports shall be generated by c.o.b.

Friday.

a. Data Entry

All data elements should be processed.

b. Reviewer Reports

The reviewer reports are separated to contain just database updates, as opposed to MMS updates. Only TAC reviews shall be updated. Do not add TAC or case numbers to a reviewer unless the TAC number or case is put at the top of the reports.

THE CONTRACTOR SHALL NOT CHANGE ANY ACTIVITY CODES WHICH REVIEWERS CHANGE ON THEIR REPORTS.

c. Edit and Updates

Retain all on-line listings which are generated with the edit and updates.

d. Staff File and Tables - Region V

The Programmer Aide shall maintain these files and is the only person authorized to change these files.

e. Report File Generations

After all of the files and tables have been updated, generate the report files and audit reports. To accomplish this, the "RITS COMMAND PROCEDURE" (CP) is executed. You will be prompted to modify data parameters.

f. MMS Processing

The programmer aide responsible for manpower processing shall refer to the "OFFICE OF RESOURCE MANAGEMENT, MANPOWER MANAGEMENT SYSTEM, DATA ENTRY SUBSYSTEM" for instructions regarding RM/D MMS processing.

C.1.4. Statistical Data Reporting (766) System - Work Requirement

On a weekly basis review NRC Forms 766 and 766A for completeness and errors, perform the data entry and pre-edit processing, proofread, edit and make the necessary corrections for updating the 766 Master File.

- a. On a weekly basis review the incoming source documents (NRC Forms 766 and 766A) for completeness and accuracy. The bases for the review are Sections 0535-15, 0535-16, and 0535-17, Inspection and Enforcement, and MC-0535, Statistical Data Reporting (766 Computer System). Approximately 25 forms are received for processing each week, including modifying or deleting transactions.

- b. Correct obvious errors or deviations and enter (code) missing items on the source documents when the proper information can be determined from the written instructions. Contact the ADP supervisor or the designated technical staff member noted on the source document to resolve questions and to obtain the necessary input element to be coded on the source documents.
- c. Perform the data entry of NRC Forms 766 and 766A in accordance with data entry operating instructions, "Documentation for 766 Data Base System," as contained in Enclosure 2. Information shall be entered into the system data through an on-line computer terminal.
- d. Execute the Regional Edit Program as described in the operating instructions. Review computer printouts, job control language and operating system error messages to assure the job entry has been satisfactorily completed. Correct input errors as identified by the edit program or as observed by auditing the computer output reports for completeness. For errors which cannot be corrected, return the audit report to the ADP Supervisor for corrections.
- e. Once a "clean" listing of the edit has occurred, execute the Feedback Edit job. This output will list the "insert" and "modify" transactions as they appear on the transaction file. (This is to assure correctness before Master File is updated). Review for errors, make changes as necessary, or return to ADP Supervisor for correction.

Assist in the operation of the remote job entry terminal to retrieve output reports from the system.

#### C.1.5. Daily Report Work Requirement

The Daily Report is submitted daily from each Division and provides NRC management with significant information relating to inspection activities.

- a. On a daily basis perform the data entry of the daily report source document information received from Division secretaries. Save the data set on WYLBUR. Refer to Regional Procedure No. 3 and ADP Instructions for detailed information and NRC Manual Chapter 0230.
- b. Proofread the information for spelling errors, etc. before taking to NRC management (project inspector, branch chief, division director, and deputy regional administrator) for initialing.
- c. Run (execute) the command procedure to route the Daily Report to Headquarters and the other regional

offices.

- d. Make distribution from list provided by Project Officer and file initialed original.

#### C.1.6. Allegation Management System Work Requirement

Weekly, or when submitted, review "Allegation Data Input," Form 307, for accuracy and completeness of information; perform data entry into RENEX system; request reports for proofreading; and make corrections as necessary.

- a. As submitted, review the incoming source document for completeness and accuracy. The basis for the review is the "Allegation Management System Training Manual," which contains necessary instructions. Approximately eight forms are processed during each update.
- b. Correct obvious errors and enter any missing information on source document to assure completeness for entry of new allegation or to update a previous entry. Perform data entry from instructions in the "Allegation Management Training Manual" directly into the data base through the RENEX System.
- c. Request reports to verify information entered is complete and correct. Make corrections, if necessary, and rerun reports.
- d. After all data is processed and verified, file printouts in master file for reference purposes.

#### C.1.7. Outstanding Items List (OIL) File Work Requirement

On a weekly basis, review Region V data input forms (OIL Forms RV 109, 110 and 111) for completeness and accuracy, perform data entry, proofread, edit and make necessary changes for updating Master File.

- a. On a weekly basis review incoming source documents verifying accuracy and checking duplicate items on Master File. See Region V Procedure No. 0404, "Outstanding Items (OI) Tracking System," for detailed information. Approximately 100 forms are submitted weekly by NRC employees for data input by the Contractor.
- b. Correct obvious errors on source documents and key in correct code to identify open, closed, follow-up or modified items.
- c. Perform the data entry function and verify all information is correct.
- d. Run the program to update the Master File.

## C.1.8. Gray Book and Yellow Book Work Requirement

The Gray Book and Yellow Book are used to provide information regarding operating plants and plants under construction, respectively. The Gray Book is updated monthly; the Yellow Book is updated quarterly. Responsibilities include preparing the information and updating the data sets to provide the regional information for publication as follows

- a. By the first of each month, run the computer routine reports to provide the source documents for the Gray Book (LER and Inspection Information). Refer to memorandum dated January 21, 1981, "Automating the Gray Book Publication," for detailed information.
- b. List on the Gray Book printout inspections conducted the previous month for the "Inspection Summary" and Licensee Event Reports (source documents).
- c. On a monthly basis, correlate and distribute the marked-up Gray Book printout to the principal inspector (project or resident inspector) for review and update of other information. On a quarterly basis, fill in inspection dates from the Yellow Book source documents. (Do not distribute to inspectors.) Refer to memorandum dated May 9, 1979, "Yellow Book Outline/Instructions," for detailed information.
- d. Make modifications to the regional WYLBUR data sets based on the updated sheets. Information shall be entered into the system data through an on-line computer terminal.
- e. Proofread the updated data sheets for errors and make necessary corrections before releasing.

## C.1.9. Safety Issues Management System (SIMS) Work Requirement

The SIMS file update is performed to provide verification of licensee actions in response to the SIMS Action Plan. Perform data entry into RENIX system.

- a. When submitted, perform the data entry from the marked up copies of printouts which serve as the source documents. Refer to "Safety Issues Management System Users Guide." (See TI 2514/01 and 2515/42 (Revision 2) as the bases for the review.)
- b. Proofread and distribute to those on the list provided by the Project Officer.

## C.1.10. Master Inspection Planning System (MIP) Work Requirement

The MIP update provides a uniform method for creating inspection plans and provides a tool to assist in scheduling inspection work and managing manpower requirements. Perform

ata entry into RENEX system.

- a. When submitted, perform the data entry from marked up copies of printouts which serve as the source documents. Refer to "MIP System Users Guide."
- b. Proof-read and distribute to those on the list provided by the Project Officer.

C.1.11. Ad-Hoc and Routine Report Generation and Retrieval Work Requirement

Daily as submitted by the staff, review requests and determine system application and complexity. Generate ad-hoc reports based on criteria submitted.

- a. As submitted, review requests, determining system application and complexity.
- b. Generate ad-hoc reports based on criteria submitted.
- c. Run (execute) program to resolve and correct errors.  
(End of Clause)



SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the WRC 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
52.246-4	APR 1984	INSPECTION OF SERVICES -- FIXED-PRICE

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 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE II (MAR 1987)

This contract shall commence on 11/14/90 and will expire on 11/13/91. The term of this contract may be extended at the option of the Government for an additional 2 years.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATAG.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: Edward B. Frigillana

Address: NRC Region V  
1450 Maria Lane, Suite 210  
Walnut Creek, CA 94596

Telephone Number: (415) 463-3865

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)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 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.2 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.3 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 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 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.4 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination Number which is attached (See Section J for List of Attachments).

(End of Clause)

#### H.5 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)



PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

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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
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES
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
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA -- SPECIAL WORKS
52.228-5	SEP 1989	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION
52.229-4	APR 1984	FEDERAL, STATE AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	APR 1989	DISCOUNT FOR PROMPT PAYMENT
52.232-11	APR 1984	
52.232-17	APR 1984	
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES ALTERNATE I (APR 1984)
52.233-3	AUG 1989	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.243-1	AUG 1987	CHANGES -- FIXED PRICE ALTERNATE I (APR 1984)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-1	APR 1984	PROPERTY RECORDS
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) ALTERNATE I (APR 1984)
52.245-4	APR 1984	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.249-4	APR 1984	TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

1.2 CERTIFICATION OF COMMERCIAL PRICING (FAR 52.215-32)  
(JUL 1990)

(a) Definitions. "Lowest commercial price," as used in this section, means the lowest price at which a sale was made to the general public of a particular part or component. The term does not include the price at which a sale was made to

(1) Any agency of the United States;

- (2) Customers located outside the United States;
- (3) A subsidiary, affiliate, or parent business organization of the contractor, or any other branch of the same business entity; and
- (4) For acquisitions of the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, such term also does not include the sale to any customer

(i) For resale after such customer performs a service or function in connection with such part or component that increases the cost of the part or component unless the agency procuring the part or component can demonstrate that the agency is procuring the part or component before such service or function has been performed by any such customer (see 15.813-6(c)); or

(ii) At a price that, for the purpose of making a donation, has been substantially discounted below the fair market value or regular price of such part or component.

"Part or component," as used in this section, means

(1) For acquisitions of the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, any individual piece, part, subassembly, or component which is furnished for the logistic support or repair of an end item and not as an end item itself; or

(2) For acquisitions of civilian agencies other than the Coast Guard and the National Aeronautics and Space Administration, any individual part, component, subassembly, assembly or subsystem integral to a major system, and other property which may be replaced during the service life of the system, and includes spare parts and replenishment spare parts, but does not include packaging or labeling associated with shipment or identification of a part or component.

(b) Submission requirements. The Offeror/Contractor shall execute and submit to the Contracting Officer the following certificate with any offer/proposal as required by FAR 15.813-4 when requested by the Contracting Officer:

#### CERTIFICATE OF COMMERCIAL PRICING FOR PARTS OR COMPONENTS

(1) Unless justified in subparagraph (b)(2) of this clause, by submission of this offer/proposal, the Offeror/Contractor certifies that, to the best of its knowledge and belief, the prices offered for those parts or components (whether or not separately identified) that the Contractor offers for sale are no higher than the lowest commercial price at which such items were sold to the public during the most recent regular monthly, quarterly, or other period for which sales data are reasonably available, provided that in no event shall this period be less than 1-month in duration.

(2) All parts or components for which prices offered are higher

than the lowest commercial price referred to in subparagraph (b)(1) of this certificate are identified below (including the amounts by which such offered prices are higher) and a written justification for the differences is attached (list as necessary):

Part or Component	Price Difference
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Offer/Proposal No. \_\_\_\_\_  
 Time period for sales data \_\_\_\_\_  
 Firm \_\_\_\_\_  
 Typed name and signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

(End of certificate)

(c) Audit. The Contracting Officer or representatives of the Contracting Officer who are employees of the Government shall have the right to examine and audit all directly pertinent records of sales and related documents, including contract terms and conditions, necessary to verify the validity of any certificate executed in accordance with paragraph (b) of this clause. The Contractor shall make those records, books, data, and documents available for examination, audit, or reproduction until 3 years after the date the certificate set forth in paragraph (b) of this clause is executed. Nothing contained in this clause shall require the submission of cost or pricing data not otherwise required by law or regulation.

(d) Price reduction. If any price, including profit or fee negotiated in connection with this contract, or any cost reimbursable under this contract, has increased because the certification in subparagraph (b)(1) of the certificate or the information provided as justification in subparagraph (b)(2) of the certificate was inaccurate, incomplete, or misleading, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(End of Clause)

I.3 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11)  
 (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and

conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the U. S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; PROVIDED, HOWEVER, that the U. S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U. S. Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the U. S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

#### I.4 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (OCT 1987)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(a) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) SUPPLIES (OTHER THAN PROCUREMENT FROM A REGULAR DEALER IN SUCH SUPPLIES). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) GENERAL CONSTRUCTION. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

I.5 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT  
ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION  
CONTRACTS) (FAR 52.222-43) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social

security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of Clause)

#### I.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 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



(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)

#### I.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.

(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, contract 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.

(1) 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, 1969, 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.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:

(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 3821, 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.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)

PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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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