

AWARD/CONTRACT

OMB No. 1505-0080 Expiration Date: 03/31/92

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

2. CONTRACT NO. NRC-26-91-289	3. EFFECTIVE DATE February 1, 1991	4. REQUISITION/PROJECT NO. RS-AED-91-289
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5. ISSUED BY Code: U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Br. No. 2; P-1042 Washington, DC 20555	6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Administration Br. 1 Washington, DC 20555
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7. NAME AND ADDRESS OF CONTRACTOR BT Tymnet 2100 Reston Parkway Reston, Virginia 22091 Code: Facility Code:	8. DELIVERY () FOB ORIGIN (X) OTHER (See below)
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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 CODE	12. PAYMENT WILL BE MADE BY CODE Offer must be addressed as shown in Item 7. Hand-carried offers (including Express Mail & delivery services) must be delivered to
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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) (1)

14. ACCOUNTING AND APPROPRIATION DATA

B&R 182-19-51-03-0 FIN L18881 Appn 31X0200.821 \$36,000

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

15G. TOTAL AMOUNT OF CONTRACT \$36,000.00

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

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

9102180129 910131
PDR CNTR
NRC-26-91-289 PDR

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	
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	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. () CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. (X) AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number RS-AED-91-289, 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)	20A. NAME OF CONTRACTING OFFICER Mary H. Mace
19B. NAME OF CONTRACTOR by _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <u><i>Mary H. Mace</i></u> (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED <u>1/31/91</u>

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

The following administrative changes are hereby made to solicitation RS-AED-91-289:

1. Paragraph B.3 is completed by the attached insertions.
2. The first sentence of Paragraph F.2 is completed to read as follows:
"This contract shall commence on February 1, 1991, and will expire on January 31, 1992."
3. Paragraph G.1.a. is completed as follows:

Joseph Himes

US Nuclear Regulatory Commission
Office for the Analysis and Evaluation of Operational Data
MNBB-3206
Washington, DC 20555

(301) 492-9003

SOLICITATION, OFFER AND AWARD

Page 1

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-AED-91-289	4. TYPE OF SOLICITATION () SEALED BID (IFB) (X) NEGOTIATED (RFP)
5. DATE ISSUED 12/4/90	6. REQUISITION/PURCHASE REQ. NO. AED-91-289	
7. ISSUED BY CODE ATTN: RS-AED-91-289 U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 2; P-1042 Washington, DC 20555	8. ADDRESS OFFER TO Offer must be addressed as shown in Item 7. Hand-carried offers (Including Express Mail and delivery services) must be delivered to the address in Item 9.	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers for furnishing the services or supplies in the schedule are due at 3:30 PM, Washington, DC local time on 1/4/91. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in Item 7. All hand-carried offers including those made by private delivery services (e.g. Federal Express and Airborne Express) must be delivered to 7920 Norfolk Avenue, Bethesda, Maryland 20814 and received in the depository located in Room P-1011. NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 4:15 PM, Monday through Friday, excluding federal holidays. Offerors should be aware that many private carriers only make deliveries to the mail room. All offerors should allow extra time for internal mail distribution.

Offerors should clearly identify the RFP number on the outside wrapper. IFB's should have affixed the Optional Form (OF) 17, "Sealed Bid Label," on the outside wrapper.

CAUTION - LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS. SEE SECTION L. PROVISION NO. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation. (See the Provision in Section L, "Proposal Presentation and Format").

10. FOR INFORMATION:	A. NAME: CALL: Susan Taylor	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 492-8292
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EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

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

X SEC	DESCRIPTION	PAGE(S)
	11. TABLE OF CONTENTS	
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D	PACKAGING AND MARKING	
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L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
<u>1</u> %	<u>.5</u> %	<u>0</u> %	<u>0</u> %

14. ACKNOWLEDGEMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE : _____ FACILITY : _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
BT TYMNET INC. 2100 RESTON PARKWAY SUITE 600 RESTON, VA 22091 CEC: 606062502		DAN WILLIAMS DIRECTOR, FEDERAL SYSTEMS

15B. TELEPHONE NO. (Include Area Code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
(703)715-7000	(x)

17. SIGNATURE	18. OFFER DATE:
<i>D. Williams</i>	1/4/91

SOLICITATION, OFFER AND AWARD

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED: 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

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

() 10 U.S.C. 2304(c)()

(X) 41 U.S.C. 253(c)(1)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM

(4 copies unless otherwise specified)

24. ADMINISTERED BY CODE : _____ 25. PAYMENT WILL BE MADE BY CODE : _____

(If other than Item 7)

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

26. NAME OF CONTRACTING OFFICER (Type or Print) 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

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

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OFFERORS/BIDDERS PLEASE NOTE:

An (*) means the information is to be incorporated into any resultant contract.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

ELECTRONIC MESSAGING SERVICE

(End of Clause)

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide the NRC with electronic messaging service (EMS) to support approximately 100 users with an integrated capability to send and receive bulletin board messages, send facsimile messages, and use news services. This capability must be accessible from personal computers via dial-up access to the contractor's computers either directly or via reliable, established data networks.

(End of Clause)

B.3 FEE SCHEDULE

YEAR 1

Electronic Mail Rate

	Prime*	Non-Prime*
Base Connect (300-2400 Baud)		
Per Hour	\$ <u>9.00</u>	\$ <u>5.00</u>

Communication-Domestic

Per Hour:		
0-200 hours	<u>5.00</u> *	<u>4.00</u> *
210-500 hours	<u>4.75</u> *	<u>3.75</u> *
501 + hours	<u>4.50</u> *	<u>3.50</u> *

* These figures represent Tymnet access rates for communications-domestic. In addition to Tymnet access, BT Tymnet offers access through local network connections & Sprintnet. Please see attached page for pricing details.

Kilocharacter Traffic (per 100 char)	\$.04	\$.04
Monthly Storage		
Per Block (first 2500 blocks)	.30	.30
(2501-5000 blocks)	.20	.20
(5001 plus blocks)	.10	.10
Electronic Mail to International Systems		
Per Message (first 1000 characters)	.50	.50
(each additional 1000)	.50	.50
Electronic Publishing System		
Per hour	3.00	3.00
File Transfer	2.00	2.00
INFOX - Database Management System		
Per Hour	6.00	5.00
Per Hour CPU seconds	.10	.05
NETLINK - Gateway To External Databases		
Per Hour to Systems In U.S.	2.00	2.00
Per Hour to Systems Outside U.S.	17.00	17.00
Per Hour to Systems In U.S., Collect	8.00	8.00
News & Information Services and Databases		
Official Airline Guides Electronic	.25	.20
Per Minute		
Per Page of Schedules	.35	.35
Per Page of Fares or Rules	.50	.35
Newswires - Electronic News Services including: Associated Press (AP), United Press International (UPI), Stock, Bonds, Commodities Reports (UNISTOX), OPEC News Agency, and U.S. Dept. of Agriculture		
Per Hour	12.00	12.00
NEWSTAB - Newswire Clipping Service		

Per Term Per Day	\$ 1.00	\$ 1.00
Per Story Mailed (AP and UPI)	.25	.25
Per Story Mailed (Businesswire)	.30	.30
Business Wire	30.00	30.00
PR News Wire	30.00	30.00
Per NEWS-TAB Story Mailed	.30	.30
News/AP Extended Wire	45.00	45.00
Per NEWS-TAB Story Mailed	.50	.50
Political and Election News Services	65.00	65.00
Reuters News Service	45.00	45.00
Per NEWS-TAB Story Mailed	.40	.40
Tradepost - Electronic Conferencing		
Per Item Posted	.15	.15
Forms - "Perform"	.04	.04
FAR Online	30.00	30.00
BNA		
Per Hour	85.00	85.00
Value Added Messaging		
XMail	*	*
Domestic Telexes	*	*
Domestic Mailgrams	*	*
International Telexes and Cablegrams	*	*
Facsimile	*	*

* Rates vary by carrier and country. Please see BT Tymnet Federal Price Schedule for detailed pricing. See Section B, Part II, B.18, pp. B18.8-B18.36.

OPTION YEAR

Electronic Mail Rate		
Base Connect (300-2400 Baud)	Prime*	Non-Prime*
Per Hour	\$ 9.00	\$ 5.00
Communication-Domestic		
Per Hour:		
0-200 hours	5.00 *	4.00 **
210-500 hours	4.75 *	3.75 *
501 + hours	4.50 **	3.50 *
Kilocharacter Traffic (per 100 char)	.04	.04
Monthly Storage		
Per Block (first 2500 blocks)	.30	.30
(2501-5000 blocks)	.20	.20
(5001 plus blocks)	.10	.10
Electronic Mail to International Systems		
Per Message (first 1000 characters)	.50	.50
(each additional 1000)	.50	.50
Electronic Publishing System		
Per hour	3.00	3.00
File Transfer	2.00	2.00
INFOX - Database Management System		
Per Hour	6.00	5.00
Per Hour CPU seconds	.10	.05
NETLINK - Gateway To External Databases		
Per Hour to Systems In U.S.	2.00	2.00
Per Hour to Systems Outside U.S.	17.00	17.00

*These figures represent Tymnet access rates for communications-domestic. In addition to Tymnet access, BT Tymnet offers access through local network connections & Sprintnet. Please see attached page for pricing details.

Per Hour to Systems In U.S., Collect	8.00	8.00
News & Information Services and Databases		
Official Airline Guides Electronic	.25	.20
Per Minute	-----	-----
Per Page of Schedules	.35	.25
Per Page of Fares or Rules	.50	.35
Newswires - Electronic News Services including: Associated Press (AP), United Press International (UPI), Stock, Bonds, Commodities Reports (UNISTOX), OPEC News Agency, and U.S. Dept. of Agriculture		
Per Hour	12.00	12.00
NEWSTAB - Newswire Clipping Service		
Per Term Per Day	1.00	1.00
Per Story Mailed (AP and UPI)	.25	.25
Per Story Mailed (Business Wire)	.30	.30
Business Wire	30.00	30.00
PR News Wire	30.00	30.00
Per NEWS-TAB Story Mailed	.30	.30
News/AP Extended Wire	45.00	45.00
Per NEWS-TAB Story Mailed	.50	.50
Political and Election News Services	65.00	65.00
Reuters News Service	45.00	45.00
Per NEWS-TAB Story Mailed	.40	.40
TradePost - Electronic Conferencing		
Per Item Posted	.15	.15
Forms - "Perform"	.04	.04
FAR Online	30.00	30.00
BNA		
Per Hour	85.00	85.00

Value Added Messaging

XMail	---*---	---*---
Domestic Telexes	---*---	---*---
Domestic Mailgrams	---*---	---*---
International Telexes and Cablegrams	---*---	---*---
Facsimile	---*---	---*---

*Prime hours are Monday through Friday from 8:00 a.m. to 5:59 p.m.
 All other hours, including Federal holidays, are considered
 non-prime. Partial hours are billed by the minute.
 (End of Clause)

* Rates vary by carrier and country. Please see BT Tymnet
 Federal Price Schedule, for detailed pricing. See Section B,
 Part II, B.18, pp. B18.8-B18.36.

AMENDMENT TO SECTION B -
SUPPLIES OR SERVICES AND PRICE/COSTS

ADDITIONAL COMMUNICATIONS-DOMESTIC PRICING

In addition to Tymnet access shown under "Communications-Domestic" on pages 8 and 11 of Section B, BT Tymnet also offers communications access via two other methods. The pricing for these other two options is provided below:

	<u>Prime</u>	<u>Non Prime</u>
Dialcom Network (Washington, D.C. Metropolitan Area Only)	\$2.00	\$2.00
Sprintnet (Telenet - National access available)	\$8.00	\$3.00

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 STATEMENT OF WORK

BACKGROUND

The NRC requires an electronic messaging service (EMS) to support the agency's preparation and procedures for response to incidents involving its licensees. Because NRC readiness to respond to an incident must not be interrupted, the EMS contractor must provide full management, operation, and support (administrative, technical, and user) continuously throughout the period of performance.

SCOPE

The service must be able to provide approximately 100 users with an integrated capability to send and receive foreign and domestic electronic mail, telex, and bulletin board messages, send facsimile messages, and use news services. This capability must be accessible from personal computers via dial-up access to the contractor's computers, either directly or via reliable, established data networks. Other users with whom the NRC must communicate rapidly and reliably via the EMS are located throughout the United States and in several foreign countries. The contractor must provide X.25 compatible service and must be at least in the process of developing interfaces that will provide for electronic message exchange with any X.400 EMS.

The service must provide the capability to compose and format text and forms on line or up load them from a personal computer. It must provide for message storage, sorting, and retrieval, time and date stamping, access security and message privacy, message distribution to user-defined lists, automatic acknowledgment to sender upon receipt, means of tracking individual messages, and on line means for key users to monitor service usage.

The contractor must provide one or more telephone numbers by which NRC personnel can obtain emergency assistance at any hour.

(End of Clause)

RESPONSE TO SECTION C -
SPECIFICATIONS/WORK STATEMENT

BT Tymnet provides all of the services mentioned under section C.1, Statement of Work. In addition, BT Tymnet meets all minimum standards of performance outlined in section C.1.

In support of the above statements, BT Tymnet is including in this response to Solicitation RS-AED-91-289, by reference, a copy of the BT Tymnet Federal Price Schedule which contains detailed descriptions of product offerings, hours of availability, and emergency telephone numbers.

SECTION D - PACKAGING AND MARKING

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 ___*___ and will expire on ___*___. The term of this contract may be extended at the option of the Government for an additional one (1) year.

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: _____*

Address: _____*
_____*
_____*
_____*
_____*
_____*

Telephone Number: _____*

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 REMITTANCE ADDRESS (MAR 1987)

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

Name: BT TYMNET INC.

Address: P.O. BOX 10638

NEWARK, NJ 07101

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 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.2 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)

PREFACE TO SECTION I

1. Tax Clauses FAR 52.229-4 and-5

BT Tymnet Inc. is a commercial business providing services and products on a Catalog Price basis with proposed prices which do not include all applicable federal, state and local taxes and duties. As such, BT Tymnet Inc. requests that the following "Tax Qualifying Statement" attached herein be included in any awarded contract. The purpose of the "Statement" is to 1) advise the U.S. Nuclear Regulatory Commission that BT Tymnet's Inc. catalog prices do not include Gross Receipts, Sales or Excise taxes, 2) ask the U.S. Nuclear Regulatory Commission to submit applicable resale and/or exemption certificates to BT Tymnet Inc. at the time of contract award.

Tax Qualifying Statement

BT TYMNET INC., hereinafter referred to as "TYMNET", is submitting prices based on catalog pricing and by accepting these prices, the U.S. Nuclear Regulatory Commission agrees to the following:

TYMNET pricing excludes all sales, gross receipts, and/or excise taxes on its value-added services and associated equipment. It is TYMNET's position that existing telecommunication taxes are not intended to apply to value-added network services which are provided by TYMNET. If there is a change in interpretation and/or enactment of new legislation or regulations or otherwise, TYMNET expressly reserves the right to bill all taxes allowable by law.

In the event that the accompanying prices are accepted, the U.S. Nuclear Regulatory Commission shall submit any and all applicable resale an/or exemption certificates to TYMNET at the time the contract is awarded. In the event any state refuses to accept evidence of the tax exemption and contractor bears the burden of the tax, TYMNET reserves the right to adjust the contract price to include such taxes.

Where federal, state and/or local laws require taxes to be separately stated on an invoice, such taxes will be added to invoices in addition to TYMNET's stated catalog prices. This application of taxes in addition to the stated catalog prices shall not disqualify TYMNET from the use of catalog pricing. The charging of such taxes on invoices to the U.S. Nuclear Regulatory Commission shall be at the applicable rate under the law.

FARS 52.229-4 and 52.229-5 apply to the contract between TYMNET and the U.S. Nuclear Regulatory Commission for any taxes specifically excluded above or for any after-imposed and after-relieved taxes.

2. FAR 52.215-22

BT Tymnet Inc. does not believe that the above-mentioned clause is applicable to this Offeror. As stated in FAR 15.804-8, the contracting officer shall insert the clause in, " in solicitations and contracts when it is contemplated that cost or pricing data will be required from the contractor or any subcontractor (see 15.804-2)."

First, BT Tymnet Inc., as a commercial organization, is proposing catalog prices pursuant to FAR 15.804-3 (a)(2). In other words, the proposed prices are "Based on established catalog or market prices of commercial items sold in substantial quantities to the general public", not cost and pricing data.

Secondly, BT Tymnet Inc. will not be subcontracting for any services under this awarded contract; the Offeror has the in-house resources and capabilities to perform all contract requirements without any subcontracting.

See Preface to Section L and the Cost Proposal for further comment on BT Tymnet's claim of exemption from Cost and Pricing Data.

3. Rights in Data

The following newswires do not allow reproduction, republishing or redistribution of their data, regardless of the form or media on which it may be recorded: Associated Press, United Press International, Reuters, Business Wire and PR Newswire.

PART II - CONTRACT CLAUSES

SECTION 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
52.215-33	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
52.225-13	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
52.229-4	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		DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984		EXTRAS
52.232-17	APR 1984		INTEREST
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
52.243-1	AUG 1987		CHANGES -- FIXED PRICE ALTERNATE I (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)
52.249-8	APR 1984		DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

I.2 REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-10) (MAY 1989)

(a) The Government, at its election, may reduce the price of a fixed-price-type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (c) of this clause if the head of the agency or his or her designee, determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the FAR. In the case of a contract modification the fee subject to reduction is the fee associated with the particular contract modification.

(b) Prior to making such a fee or profit reduction, the agency head or his or her designee shall provide to the Contractor a written notice of the action being considered and the basis therefor. The Contractor shall have a period determined by the agency head or his or her designee, but in no event less than 30 calendar days after receipt of such notice to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or his or her designee may, upon good cause shown, determine to reduce the contract or contract modification price or fee by an amount which is less than the amount determined under paragraph (c) of this clause.

(c) The price or fee reduction referred to in paragraph (a) of this clause shall be -

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts -

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 10 percent of the amount of each award fee otherwise payable to the contractor for each incentive period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may -

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award;

(ii) When the contract provides for multiple deliverables, reduce the amount otherwise payable to the contractor upon each delivery and acceptance by an amount determined by the Contracting Officer to be the profit portion of each payable amount until the cumulative total of such reductions is equal to the initial target profit amount specified in the contract at the time of contract award;

(iii) In addition to any other withholdings, retentions or reserves, reduce the amount of progress payments otherwise payable in connection with each invoice or voucher properly submitted by the contractor for payment until the aggregate progress payments amounts so withheld equal the initial target profit established at the time of contract award; or

(iv) If the Government elects either (c)(4)(ii) or (iii) of this clause, at the time of total final price establishment, the price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the amount of initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price. Any progress payments amounts retained by the Government in (c)(4)(iii) of this clause shall be returned to the contractor, if appropriate.

(5) For firm-fixed-price contract or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(d) The Government may, at its election, reduce a prime

contractor's price or fee in accordance with the procedures of paragraphs (b) and (c) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract or modification for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

I.3 REQUIREMENTS (FAR 52.216-21) (APR 1984)

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

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

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the

order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 1991; December 31, 1992, if option is exercised.

(End of Clause)

I.4 DRUG-FREE WORKPLACE (FAR 52.223-6)
(MAR 1989)

(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 a site for the performance of work done 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.

"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-

(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 a 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 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations 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) and (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.5 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.

(11) 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.

(111) 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.

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

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not 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.

(111) 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(a)(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.6 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.7 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)

I.8 OPTION TO EXTEND THE TERM OF THE CONTRACT
(FAR 52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor 30 days prior to expiration of the contract provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

(End of Clause)