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|---------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------|--|--------------------------------------------------------|--------------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) | | RATING N/A | PAGE 1 OF 25 PAGES |
| 2. CONTRACT NO. (Proc. Inst. Ident.) NRC-10-03-147 | | 3. EFFECTIVE DATE 08-01-2003 | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-03-147 | |
| 5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center 2 Mail Stop T-7-I-2 Washington DC 20555 | | 6. ADMINISTERED BY (If other than Item 5) | | CODE | |

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------|------------------|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Jack Faucett Associates Suite 300 North 4550 Montgomery Avenue Bethesda MD 20814 | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) | |
| | | 9. DISCOUNT FOR PROMPT PAYMENT N/A | |
| | | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: | ITEM Block 12 |

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CODE | | FACILITY CODE | |
| 11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission ADM/DAS/RDB Attn: Ms. Alzon Shepard Mail Stop T-6-D-59 Washington DC 20555 | | 12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (insert contract or order number) Washington DC 20555 | |

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1) | | 14. ACCOUNTING AND APPROPRIATION DATA B&R No.: 34015-511306; Job Code: D2418; BOC: 252A; Appn. No.: X0200; Amount Obligated: \$42,000.00 | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------|--|

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|-----------------|-------------|
| | The NRC hereby accepts Jack Faucett Associates' technical proposal dated 05/09/03, which is incorporated herein by reference and made a part of this Cost-Plus-Fixed-Fee contract to prepare timely, complete and accurate camera-ready copy for monthly-supplements to the "NRC Rules and Regulations" and to provide an accurate and timely codification of final rules for inclusion in the basic "NRC Rules and Regulations." | | | | |

15G. TOTAL AMOUNT OF CONTRACT **\$140,697.00**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>02</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | 18. <input type="checkbox"/> 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) Mones E. Hawley, Vice President | | 20A. NAME OF CONTRACTING OFFICER Robert B. Webber | |
| 19B. NAME OF CONTRACTOR BY <u>Mones E. Hawley</u> (Signature of person authorized to sign) | | 20B. UNITED STATES OF AMERICA BY <u>Robert B. Webber</u> (Signature of Contracting Officer) | |
| 19C. DATE SIGNED 31 July 03 | | 20C. DATE SIGNED 7/31/03 | |

TEMPLATE - ADM001

STANDARD FORM 340-100 (Rev. 4-85)
ADM002

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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:

U.S. Nuclear Regulatory Commission Rules and Regulations

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The objective of this contract is to prepare timely, complete and accurate camera-ready copy for monthly supplements to the "NRC Rules and Regulations," and to provide an accurate and timely codification of final rules for inclusion in the basic "NRC Rules and Regulations."

**B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE
(JUN 1988) ALTERNATE I (JUN 1991)**

(a) The total estimated cost to the Government for full performance of this contract is \$140,697, of which the sum of \$130,759 represents the estimated reimbursable costs, and of which \$9,938 represents the fixed fee.

(b) In the event that Option Year 1 is exercised, the total estimated cost to the Government is \$152,072, of which the sum of \$141,331 represents the estimated reimbursable costs, and of which \$10,741 represents the fixed fee.

(c) In the event that Option Year 2 is exercised, the total estimated cost to the Government is \$150,598, of which the sum of \$139,961 represents the estimated reimbursable costs, and of which \$10,637 represents the fixed fee.

(d) In the event that Option Year 3 is exercised, the total estimated cost to the Government is \$162,784, of which the sum of \$151,286 represents the estimated reimbursable costs, and of which \$11,386 represents the fixed fee.

(e) In the event that Option Year 4 is exercised, the total estimated cost to the Government is \$161,205, of which the sum of \$149,819 represents the estimated reimbursable costs, and of which \$11,386 represents the fixed fee.

(f) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(g) The amount currently obligated by the Government with respect to this contract is \$42,000, of which the sum of \$39,033 represents the estimated reimbursable costs, and of which \$2,967 represents the fixed fee.

(h) It is estimated that the amount currently allotted will cover performance through November 1, 2003.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

C.1.1 BACKGROUND

The Administrative Procedure Act (5 U.S.C. 551-553) requires the Nuclear Regulatory Commission (NRC) to publish in the Federal Register proposed rules, final rules, statements of general policy, and interpretations of general applicability. In order to provide a timely compilation of the Federal Register notices issued by the NRC that have present or prospective regulatory effect, the Commission codifies and distributes its rulemaking documents in a publication entitled, "NRC Rules and Regulations." Supplements to this document are issued monthly and are distributed to NRC staff and to subscription holders.

The NRC regulatory documents published in the "NRC Rules and Regulations" and in its monthly supplements include final rules (which are codified into NRC regulations at 10 CFR Chapter 1), notices of proposed rulemaking, petitions for rulemaking, and statements of consideration (that portion of a Federal Register notice of a final rule which is published as "Supplementary Information"). The following types of documents and notices are also included: Policy Statements, Memoranda of Understanding, Listings of Regulatory Guides, a compendium of Systems of Records maintained by the NRC, and brief summaries of selected General Notices published in the Federal Register by the NRC and other Federal agencies which may have an impact upon NRC-regulated activities.

C.1.2 OBJECTIVE

The objective of this contract is to prepare timely, complete and accurate camera-ready copy for monthly supplements to the "NRC Rules and Regulations" and to provide an accurate and timely codification of final rules for inclusion in the basic "NRC Rules and Regulations." In addition, all other types of Federal Register notices currently compiled in the "NRC Rules and Regulations" must be reviewed and deleted or amended as necessary on a monthly basis to coincide with the composition and issuance cycle for the monthly supplements. This contract requires a continuous review of the daily Federal Register and identification of notices published in that document which are subject to insertion into the monthly supplements composed by the Contractor. The selected notices are first reviewed by the Contractor for proper classification and then inserted into the proper location in the basic "NRC Rules and Regulations" compilation as well as into the current monthly supplement. In this manner, the contract requires the Contractor to maintain and continuously update the basic "NRC Rules and Regulations" as a permanent record of NRC rulemaking activity and a faithful facsimile of the current status of 10 CFR Chapter I. Satisfactory performance of the contract is demonstrated by updating the NRC's regulatory documents on a timely and systematic schedule and in the manner described in Appendix C. The basic contract includes one (1) year of issuances of monthly supplements (12 supplements) to the "NRC Rules and Regulations" and provides four (4) one-year options, i.e., an additional 48 supplements, in increments of 12. Once every two (2) to three (3) years, a monthly supplement will be issued that contains a recompilation of the "NRC Rules and Regulations" book in its entirety.

Proper execution of the contract requires continuous and effective communication between the Contractor and the Project Officer to ensure that the revisions, additions, and deletions necessary to accomplish the monthly changes required by the publication of NRC regulatory documents in the Federal Register are carried out in the manner and at the frequency set out in Appendix D.

1. The Contractor will prepare camera-ready copy for the monthly supplement to the "NRC Rules and Regulations" which will be identical in format to the Appendix E. The quality and resolution of print in the Contractor's monthly camera-ready copy must equal or exceed that required to produce a supplement of equal or higher quality than the Appendix E.
2. The Contractor will use the actual pages or a photograph of actual pages from the daily issue of the Federal Register as the basis for preparation of camera-ready copy of NRC documents included in the monthly supplement to the "NRC Rules and Regulations." The Contractor will be responsible for purchasing a subscription to the Federal Register during the period of performance of the contract. Proposals offering alternate approaches to this Statement of Work, such as an electronic publishing system, do not meet the requirements of the NRC and will not be considered for award.
3. The Contractor will include in the monthly supplements the types of NRC documents described in Appendix A. In addition, the Project Officer may determine that another class of documents should be included in the monthly

supplements. If this becomes necessary, the Project Officer will notify the Contractor in advance to permit the Contractor to revise the monthly supplement.

4. The Contractor will replace as directed, poor quality mats for existing "NRC Rules and Regulations" pages in order to improve the quality of basic pages. These mats will be identified by the Project Officer and are to be selected on the basis of their condition and are to be included in the supplement along with replacement pages required because of NRC regulatory action. The Contractor will replace the poor quality mats with text reproduced from pages of the Office of the Federal Register (OFR) codification of 10 CFR Chapter effective regulations (the annual revised edition is entitled "Energy - 10 CFR Parts 0 to 50 and 10 CFR Parts 51 to 199"). The replacement pages include the composition of new mats using the material from the annual 10 CFR revision in the format of the "NRC Rules and Regulations." The Contractor will provide NRC with a list that indicates the mats that were replaced.

5. The Contractor will, during preparation of mats required because of NRC regulatory action or the replacement of deteriorated mats, note inconsistencies in format or editorial (e.g., spelling) errors. The Contractor is required to correct all editorial errors. The Contractor is required to maintain a log of these corrections for inspection by the Project Officer. When an inconsistency in format is identified, the Contractor must contact the Project Officer by telephone immediately to achieve a speedy resolution of the format question. Any problem with NRC documents, monthly supplement pages, basic "NRC Rules and Regulations" codification, or document compilation other than editorial errors should be immediately communicated to the Project Officer by telephone.

C.2 SCOPE OF WORK

The scope of work consists of the following requirements:

- a. The Contractor shall review each issue of the Federal Register on a daily basis to identify all notices published in that document by the NRC and other Federal agencies that must be included in the monthly supplements to the "NRC Rules and Regulations." (See Appendix A).
- b. The Contractor shall codify final rules published in the Federal Register by the NRC into the effective regulations portion of the "NRC Rules and Regulations" according to the amendatory language contained in the Federal Register notice. This language states the precise method for accomplishing specific editorial changes necessary to amend NRC regulations as approved by the Nuclear Regulatory Commission or its designees, the Commission's Executive Director for Operations, and the Chief Financial Officer.
- c. The Contractor shall insert into specially designated sections of the "NRC Rules and Regulations" all other documents included in the monthly supplements according to the current filing formats described in Appendix C and in the instruction sheets that the Contractor prepared for issuance with each monthly supplement.
- d. The Contractor shall perform the specific research and compilation tasks that are required in order to revise the "NRC Rules and Regulations" and prepare monthly supplements and instruction sheets as set out in Appendix B. Once every two (2) to three 3 years, a monthly supplement will be issued that contains a recompilation of the basic book for the NRC Rules and Regulations. This recompilation includes inserting the changes necessary for the month, removing obsolete material as designated by the project officer, consolidating existing text as necessary to reduce large blocks of white space, repaginating as necessary, and revising the date on each page.
- e. The Contractor shall perform all the tasks required by this contract in a manner which ensures composition and delivery of camera-ready copy of monthly supplements in CY 2003 and 2004, beginning with complete coverage of all NRC regulatory documents described in this statement published in the Federal Register in August 2003 and ending with complete coverage for July 2004.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

D.2 PLACE OF DELIVERY

In accordance with delivery instructions in Appendix D, one (1) original camera-ready copy and one (1) copy are to be delivered to:

U.S. Nuclear Regulatory Commission
Two White Flint North
11545 Rockville, MD 20852-2738
Attention: Ms. Betty Golden
301-415-6863

Mailing Address:

U.S. Nuclear Regulatory Commission
Two White Flint North, Room 6-D41
Rockville, MD 20852-2738
Attention: Ms. Alzonía Shepard
301-415-6864

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|----------|---------------------------------------------------|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.246-5 | INSPECTION OF SERVICES--COST-REIMBURSEMENT | APR 1984 |

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

E.3 INSPECTION AND REVIEW OF WORK**1. Prior to Delivery**

The U.S. Nuclear Regulatory Commission reserves the right to make periodic on-site inspections in accordance with the General Provision, entitled "Inspection of Services." It is expressly understood that these inspections will not constitute acceptance by the Government of any part of the work, but will be for the purpose of providing coordination and technical guidance in the interpretation of technical requirements.

2. After Delivery

- a. All inspections, acceptance and rejection decisions will be made by the NRC Project Officer, or designated alternate, at the designation.
- b. Upon receipt of all deliverable items specified, the NRC Project Officer, or designated alternate, will inspect each item for compliance with the specifications contained herein.
- c. Acceptance or rejection of deliverable item(s) will be made in writing by the NRC Project Officer, or designated alternate, within five (5) calendar days after receipt of deliverable item(s) from the Contractor. In the event of rejection of any portion of the work, completion of corrected item(s) must be received within three (3) calendar days after receipt of a notice of rejection. Final acceptance will be made in writing only after the work has been corrected to the extent that it conforms to the specifications contained herein and has been approved by the NRC Project Officer, or designated alternate. The NRC will notify the Contractor of final acceptance of deliverable(s) within five (5) calendar days after receipt of corrected item(s).

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|---------------------------------------------------|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.242-15 | STOP-WORK ORDER ALTERNATE I (APR 1984) | AUG 1989 |

F.2 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The mailing address for the project officer is found in Subsection G.1 on page G.1. The mailing address for the contracting officer is: U.S. Nuclear Regulatory Commission, ADM/DC/CMC2, Attn: Mr. Robert Webber, Mail Stop T-7-I-2, Washington, DC 20555. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
 - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".

(i) Property status:

(1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

F.3 DELIVERABLE ITEMS AND PERIODIC DELIVERY SCHEDULE

Description - Camera-ready copy of monthly supplement (proofread in its entirety against Federal Register notices with any necessary editorial corrections implemented and clearly marked).

Quantity - One (one original and one copy).

Scheduling for Delivery - Contractor shall delivery to NRC: Within fifteen (15) business days following last Federal Register publication date in previous month.

F.4 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on August 1, 2003 and will expire on July 31, 2004. The term of this contract may be extended at the option of the Government for an additional 4 one-year periods.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-71 PROJECT OFFICER AUTHORITY**

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Alzonía Shepard
Address: U.S. Nuclear Regulatory Commission
ADM/DAS/RDB
Mail Stop T-6-D-59
Washington, DC 20555
Telephone Number: 301-415-6864

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the

categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

G.2 ALTERNATE PROJECT OFFICER

(a) The contracting officer's authorized representative in the absence of the NRC Project Officer for this contract is:

Name: Ms. Betty Golden

Address: U.S. Nuclear Regulatory Commission
ADM/DAS/RDB
Mail Stop T-6-D-59
Washington, DC 20555

Telephone Number: 301-415-6863

(b) The responsibilities of the Alternate Project Officer are the same as those indicated under NRCAR clause 2052.215-71 entitled, "Project Officer Authority," listed above.

G.3 2052.216-71 INDIRECT COST RATES (JAN 1993)

(a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor

shall be reimbursed for allowable indirect costs as follows:

| INDIRECT COST POOL | RATE | BASE | PERIOD |
|---------------------------------|------|------------------------------|--------|
| Overhead | | of Direct Labor | |
| General and Administrative Cost | | of Total Costs (without fee) | |

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

G.4 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

[REDACTED]

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

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

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

H.3 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|--------------------------------------------------------------------------------------------------------------------------|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.202-1 | DEFINITIONS | DEC 2001 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 1997 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN 1999 |
| 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | DEC 2002 |
| 52.216-8 | FIXED-FEE | MAR 1997 |
| 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) | JAN 1999 |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUL 1996 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 2000 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC 1996 |
| 52.219-25 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING | OCT 1999 |
| 52.222-3 | CONVICT LABOR | AUG 1996 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2002 |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 |

| | | |
|-----------|-----------------------------------------------------------------------------------------------------------|----------|
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC 2001 |
| 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS | DEC 2001 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL 2000 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION | MAY 1999 |
| 52.233-1 | DISPUTES | JUL 2002 |
| 52.233-3 | ALTERNATE I (DEC 1991) PROTEST AFTER AWARD ALTERNATE I (JUN 1985) | AUG 1996 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY 2001 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-2 | CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984) | AUG 1987 |
| 52.244-2 | SUBCONTRACTS ALTERNATE II (AUG 1998) | AUG 1998 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | APR 2003 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.248-1 | VALUE ENGINEERING | FEB 2000 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | SEP 1996 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

I.2 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from

a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice (modification) to the Contractor within 10 days of the expiration date; provided that the Government gives 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.4 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

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

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and

contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

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

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

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

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

| ATTACHMENT NUMBER | TITLE | DATE | NO. PAGES |
|----------------------|------------------------------------------------------------------|------|--------------|
| J-1 | Billing Instructions for Cost-Reimbursement Contracts | | |
| J-2 | ACH Vendor/Misc. Payment Enrollment Form | | |
| J-3 | Appendix A - Documents to be Included in Monthly Supplements | | |
| J-4 | Appendix B - Specific Research and Compilation Tasks Required | | |
| J-5 | Appendix C - Systematic Compilation and Updating | | |
| J-6 | Appendix D - Contractor's Communicaton and Responsibilities | | |

APPENDIX A

Documents to be Included in Monthly Supplements

1. Documents Published in the Federal Register by the NRC and Other Federal Agencies Which Must be Included in the Monthly Supplements:

a. NRC Documents:

Final rules (effective amendments to 10 CFR Chapter I)

Proposed rules

Advanced Notices of Proposed Rulemaking

All notices regarding Petitions for Rulemaking

Statements of Consideration (Supplementary Information) published in final rules

All notices regarding Memoranda of Understanding

All notices regarding NRC Systems of Records

Significant General Notices (summary only to be prepared by Contractor and listed unless Project Officer requests that the full text of the document be included)

b. Documents Published by Other Federal Agencies

General Notices and Rulemaking Notices concerning actions that impact NRC or its activities (summary only to be prepared by Contractor and listed, unless the Project Officer requests that the full text of the document be included)

Federal Emergency Management Agency (FEMA) notices of receipt of state and local government Radiological Emergency Response Plans (FR citation only listed)

2. Additional Items to be Included in Monthly Supplements:

Listing of current and draft NRC Regulatory Guides w/date of issuance and revision number (corrected pages to be provided by Project Officer)

Instruction pages for steps necessary to update the "NRC Rules and Regulations" with each supplement

Occasional items (pages) concerning NRC and OFR Incorporation by Reference policy and procedures

Occasional items (pages) with administrative or organizational information for supplement recipients (e.g., Introduction or Table of Contents)

On very rare occasions (if necessary) a special page or pages to be designated by the Project Officer (after discussion with Contractor)

APPENDIX B**Specific Research and Compilation Tasks Required****a. Review of Daily Federal Register Issue**

1. The review of daily issue of the Federal Register involves reading the entire FR index, reading (and proofreading) an average of 15 pages per day, and reviewing for identification, and reading FR notices as follows:

(i) All FR notices to be included in monthly supplements (as described in Appendix A) and all notices for which summaries must be prepared by the Contractor (as described in Appendix A);

(ii) All corrections for previously published FR notices described in Appendix A; and

(iii) All NRC final rule notices containing amendments to 10 CFR Chapter I which must be codified in the "NRC Rules and Regulations." Review includes proofreading to detect possible need for editorial or format corrections and the identification of the required citations, footnotes, and any other special codification procedures necessary to accurately transpose NRC final rule amendments from FR publication format to the codification format utilized in the "NRC Rules and Regulations."

b. Review Compilation of NRC Regulatory Items Not Published In the Federal Register Which are Included in Monthly Supplements

1. The Project Officer will deliver to the Contractor by mail all regulatory items to be inserted into the monthly supplements that are not published in the Federal Register. The items will have instructions attached that indicate the specific section, page, or location where the items are to be placed.

2. Except for items listed in Appendix A, the Contractor may not revise, insert into, or delete from the "NRC Rules and Regulations" any item unless the action is specifically required by amendatory language contained in an NRC notice published in the Federal Register or by written authorization from the Project Officer.

c. Review and Replacement of poor quality pages of the "NRC Rules and Regulations" into the monthly supplement to improve page quality

1. As directed, the Contractor will choose page mats with low quality print resolution from the "NRC Rules and Regulations" for replacement of the pages through issuance of the monthly supplement to permit a systematic upgrading of the quality of the document's pages. This will require the Contractor to prepare new mats for the replacement pages from current pages of the Office of the Federal Register (OFR) codification documents for 10 CFR Chapter I effective regulations entitled "Energy 10 CFR Parts 0 to 50 and 10 CFR 51 to 199" or from the appropriate daily issuance of the Federal Register.

2. During the process of preparation of replacement mats, the Contractor is expected to proofread the regulatory text contained on the existing "NRC Rules and Regulations" pages being replaced and compare that text with the regulatory text contained in the appropriate issue of the daily Federal Register or the OFR's codification document "Energy 10 CFR Parts 0 to 50 and 10 CFR 51 to 199" in order to identify any necessary format or editorial corrections.

APPENDIX C**A. Systematic Compilation and Updating****1. General Discussion**

As items described in Appendix A are published in the Federal Register or forwarded to the Contractor by the Project Officer, the "NRC Rules and Regulations" is amended as necessary and the required new or revised page mats are prepared. The Contractor then prepares the mats for the instruction sheets for the monthly supplement. The instruction sheets describe how the new or revised pages are to be inserted into the existing "NRC Rules and Regulations" to incorporate the necessary revisions, additions, and deletions to reflect NRC regulatory actions and the other activities that are addressed in the "NRC Rules and Regulations."

2. Page Mat Preparation

The specific steps and techniques utilized to prepare mats for the required new and revised pages for the monthly supplements and the basic documents are left up to the Contractor. In general, however, the preparation of the page mats will include accomplishment of the following:

- a. Mark-up of existing pages to indicate changes necessary to incorporate revisions effected by monthly supplement.
- b. Existing page mats (one page per mat) are utilized in the composition (on compugraphic machine) of the required new page mats adding, where necessary, new page numbers, dates, running ears, and FR citations (see existing basic document format in Appendix E).
- c. New composed pages are run through an adhesive wax coater.
- d. New text is pasted-up on mats.
- e. Instruction sheets are prepared (page mat preparation, typing and proofreading).
- f. Each mat and negative is numbered for printer (to reflect proper placement of page).
- g. Final page mats are proofread.
- h. When required: preparation of "Special Medical Supplement" for distribution to NRC's Medical licensees.
- i. Production steps for page mats to the Special Medical Supplement include preparation of a special instruction sheet for the medical supplement. The instruction sheet is delivered to NRC by the Contractor along with the regular monthly supplement mats.
- j. Preparation of summaries for General Notices:
 - (1) Briefly summarize the intent of the notice (in two or three sentences);
 - (2) Follow regular composition/paste-up procedures;
 - (3) Add to proper mat (designated section); and
 - (4) Call Project Officer in cases where there is a doubt as to the potential impact Federal agency's notice on NRC.

B. Filing Format

Page mats for all sections of the "NRC Rules and Regulations" are assembled in the monthly supplements and maintained in the basic document as shown in the sample in Appendix E.

APPENDIX D

Contractor's Communication and Responsibilities

The Contractor shall receive a copy of the daily issuance of the Federal Register. In the course of executing the provisions of this contract, the majority of NRC's communication with the Contractor concerning NRC regulatory items affecting the "NRC Rules and Regulations" will be through the issuance of notices published in the Federal Register. In cases where the Contractor has special questions concerning the revisions, addition, or deletion of specific items that are published in a Federal Register notice, the burden for initiation of communication lies with the Contractor. The Contractor must telephone the Project Officer immediately upon identifying a problem with a Federal Register notice that the Contractor cannot solve.

The Contractor will notify the Project Officer immediately when a serious problem is identified that could delay production (disrupt the monthly supplement schedule) or change the existing format utilized to file items in the monthly supplement or the basic document.

NRC's Communication Responsibilities

NRC will supply the Contractor with all additions, deletions, and revisions to be made to pages of the monthly supplements and to the basic document that are not published in the Federal Register.

NRC will notify the Contractor of any changes to established format, filing, or publishing procedures or requirements that become necessary after this contract is signed and that are not published in the Federal Register.

Minor Editorial Correction Policy

Upon written request of the Project Officer, the Contractor will deliver to NRC a list of all minor corrections made by the Contractor to items prepared by the Contractor for use in page mats for monthly supplement or the basic document.

Delivery and Equipment Specifications

The Contractor will furnish all facilities, equipment, materials, and labor, including the necessary travel and transportation (for pick-up and delivery), and otherwise do all things necessary for, or incidental to, the performance of all duties assigned to the Contractor.