

AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-10-07-399		3. EFFECTIVE DATE AUG 08 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-07-399	
5. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharlene McCubbin Mail Stop T-7-I-2 Washington, DC 20555		6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555		7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) S C & A, INC S COHEN & ASSOCIATES 1608 SPRING HILL RD STE 400 VIENNA VA 221822241	
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Contracts MS: T-7I2 Attn: NRC-10-07-399 11545 Rockville Pike Rockville MD 20852		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	
14. ACCOUNTING AND APPROPRIATION DATA X0200 B&R:740155B1306 BOC: 252A JCN: D2412 OBLIGATE:\$28,000 X0200 B&R:76015111197 BOC: 252A JCN: N6505 OBLIGATE:\$14,000		15A. ITEM NO		15B. SUPPLIES/SERVICES	
15C. QUANTITY		15D. UNIT		15E. UNIT PRICE	
15F. AMOUNT		15G. TOTAL AMOUNT OF CONTRACT		\$42,000.00	
16. TABLE OF CONTENTS See Attached Table of Contents					
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	D	PACKAGING AND MARKING			L
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	F	DELIVERIES OR PERFORMANCE			
	G	CONTRACT ADMINISTRATION DATA			
	H	SPECIAL CONTRACT REQUIREMENTS			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input type="checkbox"/> 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ADM-07-399 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 condition 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) Laurie Loomis, VP			20A. NAME OF CONTRACTING OFFICER Sharlene McCubbin Contracting Officer		
19B. NAME OF CONTRACTOR BY [Signature]			19C. DATE SIGNED 8/8/07		
20B. UNITED STATES OF AMERICA BY [Signature]			20C. DATE SIGNED 8/8/07		

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AUG 14 2007

STANDARD FORM 26 (REV. 12/2002)
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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:

Technical Editing Services

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) ALTERNATE 1 (JUN 1988)

(a) Brief description of work:

The objective of this contract is to obtain technical editing and review services to support the NRC's Rulemaking Directives and Editing Branch (RDEB).

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

B.3 PRICE/COST SCHEDULE**BASE PERIOD (08/08/2007 – 01/10/2008)**

Contract Line Item	Description of Service (BASE PERIOD)	Est. Qty.	Unit	Fixed Unit Price	Total Price
1a	Technical Editing (Weekday)	4,050	Page	\$17.12	\$69,336.00
1b	Technical Editing (Night/Weekend/Holiday)	450	Page	\$18.83	\$8,473.50
TOTAL	BASE PERIOD	4,500			\$77,809.50

OPTION YEAR 1 (01/11/2008 – 01/10/2009)

Contract Line Item	Description of Service (OPTION YEAR 1)	Est. Qty.	Unit	Fixed Unit Price	Total Price
1a	Technical Editing (Weekday)	8,100	Page	\$17.80	\$144,180.00
1b	Technical Editing (Night/Weekend/Holiday)	900	Page	\$19.58	\$17,622.00
TOTAL	OPTION YEAR 1	9,000			\$161,802.00

OPTION YEAR 2 (01/11/2009 – 01/10/2010)

Contract Line Item	Description of Service (OPTION YEAR 2)	Est. Qty.	Unit	Fixed Unit Price	Total Price
1a	Technical Editing (Weekday)	11,230	Page	\$18.51	\$207,867.30
1b	Technical Editing (Night/Weekend/Holiday)	1,250	Page	\$20.36	\$25,450.00
TOTAL	OPTION YEAR 2	12,480			\$233,317.30

OPTION YEAR 3 (01/11/2010 – 01/10/2011)

Contract Line Item	Description of Service (OPTION YEAR 3)	Est. Qty.	Unit	Fixed Unit Price	Total Price
1a	Technical Editing (Weekday)	14,550	Page	\$19.25	\$280,087.50
1b	Technical Editing (Night/Weekend/Holiday)	1,620	Page	\$21.18	\$34,311.60
TOTAL	OPTION YEAR 3	16,000			\$314,399.10

OPTION YEAR 4(01/11/2011 – 01/10/2012)

Contract Line Item	Description of Service (OPTION YEAR 4)	Est. Qty.	Unit	Fixed Unit Price	Total Price
1a	Technical Editing (Weekday)	8,400	Page	\$20.02	\$168,168.00
1b	Technical Editing (Night/Weekend/Holiday)	950	Page	\$22.02	\$20,919.00
TOTAL	OPTION YEAR 4	9,350			\$189,087.00

TOTAL ESTIMATED CONTRACT PRICE**\$976,414.90****B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$77,809.50. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$42,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1. BACKGROUND

The U.S. Nuclear Regulatory Commission's (NRC) Office of Administrative Services (ADM), Division of Administrative Services (DAS), Rulemaking, Directives and Editing Branch (RDEB) manages the agency's centralized document services to include printing, paper- and Web-based publishing, rulemaking, and technical editing and writing. The agency requires technical editing and pre-print review services (proofreading and layout review) to support the agency's mission and communication goals. The NRC program offices drive this agency requirement as they must respond to stakeholders, document communications with licensees, and publish notices and NRC regulations. The needs of the program offices are expected to increase dramatically with the increased number of new reactor applications.

Although NRC follows a cascading system of editing styles (Federal, agency, and office), the purpose of centralized editing is to allow the agency a cohesive voice to clearly communicate the agency's message. The Government Printing Office (GPO) *Manual of Style* provides guidance for editing and review. GPO's *Manual of Style*, in turn, cites the Chicago Manual of Style and Webster's Dictionary. The *Manual of Style* can be found at <http://www.gpoaccess.gov/stylemanual/index.html>. The agency and its editing and communications policy in conjunction with agency guidance, tools, and templates support the implementation of a standardized editing process. Centralized editing services provide an integrated solution for the program offices. The contractor shall perform editing and review activities in accordance with Federal, agency, and office preferences for all requests assigned on an as-needed basis. The contractor shall use all technological tools available for editing at NRC: Adobe Acrobat Pro, Microsoft Word, Corel Word Perfect, FTP-utility programs, ZIP-utility programs, change tracking programs, version control systems, and other software programs to be designated.

Technological and electronic editing and review are an integral part of NRC's new methods for editing and review and are not separate tasks. Technical editing and review activities as described shall be incorporated into each request under the delivery orders.

C.2. OBJECTIVE

The objective of this contract is to obtain technical editing services to support the NRC's Rulemaking, Directives and Editing Branch (RDEB).

C.3. SCOPE OF WORK

Upon receipt of a delivery order from the NRC Project Officer or designee, the contractor shall edit the manuscript in a manner that is consistent with the relevant guidelines and standards (see "Guidelines and Standards" below), the service level assigned to the given delivery order (see

"Service Levels" below), and the following requirements for each type of work.

C.3.1 Technical Editing

- (i) Edit all content for correct syntax; grammar; punctuation; spelling; and consistent use of acronyms, symbols, abbreviations, and terms, following the guidelines in the latest revision of NUREG-1379, "NRC Editorial Style Guide," NUREG-0650, "Preparing NUREG-Series Publications," NUREG-0544, "NRC Collection of Abbreviations," and any specific style guidance provided for the given delivery orders.
- (ii) While preserving the technical content, reorganize and/or rewrite sentences or paragraphs to achieve clarity, coherence, and logical flow; ensure consistency; eliminate overly complex sentences; and eliminate incomplete comparisons, misplaced modifiers, faulty parallelism, wordiness, and overused passive voice.
- (iii) Verify that the purpose of the manuscript, as reflected in the abstract, executive summary, introduction, and/or other overview section(s), accurately communicates the author's intentions. Ensure that other sections of the manuscript accurately communicate the necessary scope of information to fulfill the intended purpose. Where necessary, suggest adding or deleting information to fulfill the intended purpose, and write or rewrite the information to accomplish this goal.
- (iv) Ensure that any units of measure are expressed using the International System of Units with the English unit shown in brackets.
- (v) Verify the accuracy of equations, tables, and figures, and suggest improvements to ensure that both written and graphic elements consistently communicate the intended information to the target audience.
- (vi) Verify the accuracy of cross-references, and ensure that all figures and tables are cited in the text in a manner that is consistent with the guidance provided by the NRC.
- (vii) Query any references that do not appear to be publicly available, and ensure that all references are cited in the text and listed in a manner that is consistent with the guidance provided by the NRC.
- (viii) Ensure that the table of contents accurately reflects the number and title of each section, figure, and table contained in the front matter, body, and any appendices.
- (ix) Proofread the final draft. (This requirement applies only when a given delivery order requires the contractor to edit the manuscript on line.)

C.3.2 Guidelines and Standards

It shall be the Contractor's responsibility to ensure that they are performing work under the contract in accordance with the most recent guidelines and standards. In completing each delivery order, the contractor shall edit the specified manuscript, as defined in the Scope of Work above, in a manner that is consistent with the following guidelines and standards (or the latest revision thereof):

- (a) NUREG-1379, "NRC Editorial Style Guide," October 1989
- (b) NUREG-0650, "Preparing NUREG-Series Publications," Revision 2, January 1999
- (c) NUREG-0544, "NRC Collection of Abbreviations," Revision 4, July 1998
- (d) U.S. Government Printing Office Style Manual, 2000 (available from the Government Printing Office's on-line bookstore at <http://bookstore.gpo.gov/cdrom/cdrom105.html>)
- (e) Nuclear standards such as ANSI Z39.18-1987, "American National Standard, Scientific and Technical Reports," and the "Glossary of Terms in Nuclear Science and Technology," by the American Nuclear Society (available from the standards organizations or public libraries)
- (f) Chicago Manual of Style: For Office, Editors, and Copywriters, 15th Edition, published by the University of Chicago Press (available from book stores or public libraries); and/or any other college handbook of grammar, as long as these style guides do not conflict with the NRC's preferred usage.

C.3.3 Service Levels

The NRC uses "service levels" to define the nature of the services to be provided and the expected productivity rates, as follows for technical editing:

Level 1 — 8 to 12 double-spaced pages/hour:

This minimal language edit includes no rewriting or reorganizing; it is intended to correct the following problems:

- misspelled words
- subject/verb disagreement
- incomplete sentences
- punctuation errors
- typographical errors
- incomplete sentences
- punctuation errors
- typographical errors
- inconsistent formatting in the electronic document
- missing or incorrect internal references

Level 2 — 6 to 8 double-spaced pages/hour:

This moderate edit includes a Level 1 edit, plus a reread of the manuscript to correct the following problems:

- poor word choices or usage
- poor syntax
- overuse of the passive voice
- faulty parallelisms

- misplaced modifiers
- incomplete comparisons
- inconsistent/incorrect use of symbols, terms, acronyms, and/or abbreviations
- wordiness
- overly complex sentences
- errors in figures and tables, including inconsistencies with the text
- use of references not available in the public domain

Level 3 — 3 to 6 double-spaced pages/hour:

This detailed edit includes Level 1 and Level 2 edits, plus a reread of the manuscript for the following purposes:

- review every manuscript as though it is a first draft
- ensure consistency (especially for manuscripts written by multiple authors)
- identify missing information or "holes" in the discussion eliminate ambiguities and/or redundancy reorganize and/or rewrite sentences or paragraphs to achieve clarity, coherence, and logical flow
- ensure that all sections of the manuscript accurately communicate the necessary scope of information to fulfill the intended purpose
- edit and/or rewrite existing text to more clearly "tell the story"
- suggest revision of tables and/or redesign of figures
- review the document to the technical and scientific standards of the nuclear industry
- standardize usage of scientific terminology within the document and with standard industry practices to prevent ambiguity

Level 4 — 1 single-spaced page in 1.5 to 2 hours:

This level involves original composition, which may take the following forms:

- Writing is setting down ideas and thoughts to give full exposition of a content area, as in the executive summary for a technical report.
- Abstracting is summarizing salient points from a larger document.

NOTE: The Project Officer may adjust these turnaround times to reflect the priority of tasks in the queue.

C.3.4 Types of Manuscripts

Under this contract, the NRC may issue delivery orders asking the Contractor to edit and/or review any or all of the following types of manuscripts:

- (a) Brochures (NUREG/BR-xxxx) include pamphlets, directories, handbooks, manuals, procedural guides, and periodicals (such as newsletters). Some are intended principally for NRC staff use, but others are disseminated to the public.
- (b) NRC staff reports (NUREG-xxxx) and those prepared by Contractors (NUREG/CR-xxxx) cover a variety of regulatory and technical subjects of interest to the staff and the nuclear industry. They include licensing, research, investigative, and administrative topics related to the NRC's mission.

- (c) Conference proceedings (NUREG/CP-xxxx) are compilations of formal papers, presentations, and transcripts from technical conferences, seminars, or workshops.
- (d) International agreement reports (NUREG/IA-xxxx) result from international agreements that promote information exchange between the NRC and foreign governments and organizations. In these agreements, foreign participants agree to submit unclassified nuclear safety information to the NRC for publication.

Any of the various types of manuscripts may contain one or more of the following types of material:

- (a) Administrative material usually involves descriptive text written in plain English, with little technical information and no formulae, equations, figures, or tables.
- (b) Technical material usually discusses legal, scientific, and/or engineering topics (particularly those dealing with nuclear materials and facilities and their effects on humans and the environment), and may contain some simple formulae, equations, figures, and/or tables.
- (c) Complex technical material almost exclusively discusses complex legal, scientific, and/or engineering topics (particularly those dealing with nuclear materials and facilities and their effects on humans and the environment), and often contains many complex formulas, equations, figures, and tables.

C.4. GOVERNMENT-FURNISHED PROPERTY

Only cleared Contractor staff working onsite will be provided with space, computer, and LAN access to perform the requested work. (See "Security" below).

Within 1 week of contract award, the NRC Project Officer will furnish the Contractor with the current guides in the NUREG series specified in "Guidelines and Standards."

C.5. DELIVERABLE AND REPORTING REQUIREMENTS

C.5.1 Electronic Editing

The NRC estimates that ninety-five (95) percent of the delivery orders issued under this contract will require the Contractor to edit a given manuscript electronically. Approximately five (5) percent of the delivery orders will require hard-copy editing. In such instances, the Contractor shall provide the NRC Project Officer, or designee, with hard-copy and electronic files (on diskette or transmitted via email) containing (i) the original manuscript, (ii) a redline edited version of the manuscript, and (iii) a clean edited version of the manuscript.

C.5.2 File and File Transfer Requirements

When electronic editing is required, the Contractor shall transmit the files via email or on IBM PC-compatible diskettes, using any software version that is being specified by the NRC. Before submitting electronic files, the Contractor shall scan the files (and/or diskette) for viruses and provide written verification that they are free of viruses. The written verification shall accompany the delivery of the files.

C.5.3 Delivery Order Procedures

The following delivery order procedures shall apply:

- (a) The NRC Project Officer, or designee, will contact the Contractor by email or by telephone to place a delivery order, and, when required, arrange for Contractor pickup of a manuscript. Verbal delivery orders will be followed up by email. If the NRC Project Officer is unable to reach the Contractor, the Contractor shall respond within two (2) working hours.
- (b) Within four (4) hours after the NRC Project Officer places a delivery order, the Contractor shall confirm receipt of the delivery order and deadline(s) for completion.
- (c) For electronic editing requests, the NRC Project Officer, or designee, will provide the Contractor with the electronic files via email (or other electronic media, as necessary). The Contractor shall provide the NRC with (i) a redline edited version of the document or a version that tracks all changes, and (ii) a clean edited version of the document.
- (d) For hard-copy edit requests, the NRC Project Officer will provide the Contractor with the original manuscript, in either hard-copy or electronic form. The Contractor shall provide the NRC with a hard-copy mark-up using standard editing and proofing marks, either by facsimile or hand delivery to the NRC Headquarters located in Rockville, Maryland.
- (e) For each manuscript to be edited in a given delivery order, the NRC Project Officer, or designee, will include in the email to the Contractor a brief description of the manuscript to be edited, the level of service requested, the due date, and any necessary instructions.
- (f) Within four (4) hours of receipt of a delivery order, the Contractor shall contact the NRC Project Officer, or designee, by email or telephone and resolve any questions concerning the manuscript, task instructions or the established deadline. When necessary, the Contractor shall travel to NRC Headquarters, located at 11545 Rockville Pike, Rockville, Maryland, to meet with the author of the manuscript and the NRC Project Officer, or designee. The NRC estimates that ten (10) percent of its requirements will require such personal consultation with the author and the NRC Project Officer, or designee.
- (g) The Contractor shall finalize the manuscript edit as agreed to with the NRC and ensure that the manuscript is consistent in style and format throughout.
- (h) The Contractor shall return by email or travel to NRC Headquarters, located at 11545 Rockville Pike, Rockville, Maryland, to (i) deliver the edited manuscript file and (ii) return all manuscripts provided by the NRC, within the timeframe established in the delivery order.

C.5.4 Weekly (Weekday) Workload Volume

The Government has provided annual page estimates in Section B of the RFP/contract. These estimates are based on the latest, most accurate information available to the NRC and they will be utilized by the NRC to evaluate proposed pricing. The Government may unilaterally revise the annual page estimates prior to contract award and/or subsequent option exercises, to reflect the latest, most accurate information available to the NRC. The Contractor is entitled to their "Night/Weekend/Holiday" page rate if/when the "Weekday" workload volume for any given calendar week (Monday through Friday) exceeds ten (10) percent of the corresponding annual "Weekday" page estimate.

Example: The current annual "Weekday" page estimate for the base year is 4,050 pages. If/when the Contractor exceeds 405 "Weekday" pages in a calendar week; the Contractor is entitled to the "Night/Weekend/Holiday" page rate for pages 406+. This entitlement does not apply to workload volume that crosses calendar weeks (e.g., no Wednesday through next Tuesday, etc). The Contractor shall notify the NRC Project Officer prior to starting work on a "Weekday" Delivery Order that may exceed the 10% threshold described above. The Contractor shall notify the NRC Project Officer with this information within two (2) hours of Delivery Order issuance. Failure to provide this information in a timely manner shall negate the Contractor's entitlement to the "Night/Weekend/Holiday" rate.

C.6. QUALITY STANDARDS

NRC will evaluate the Contractor's performance by three performance metrics: accuracy, timeliness, and program office feedback.

C.6.1 Accuracy

For delivery orders requiring technical editing, the Contractor shall provide the NRC Project Officer, or designee, with accurately edited electronic files (transmitted via email or other media as necessary), within the time period stated in the delivery order. A manuscript shall be considered accurately edited when it has been edited and/or rewritten in accordance with the "Scope of Work," and assigned "Service Levels." Any manuscript that is not accurately edited will be rejected. See "Poor Workmanship or Failure to Meet Deadlines" below.

Similarly, for editing requests (delivery orders) also requiring pre-print review, the Contractor shall provide the NRC Project Officer, or designee, with an accurate and complete manuscript review file containing the final camera-ready manuscript and electronic files (on diskette or transmitted via email), within the time period stated in the delivery order. A manuscript review file shall be considered accurate and complete when it complies with all NRC and GPO policies and standards and contains all of the required elements identified herein. Any manuscript review file that is not accurate and complete will be rejected. See "Poor Workmanship or Failure to Meet Deadlines" below.

C.6.2 Timeliness

In establishing timeframes, the NRC Project Officer, or designee, will require editing and pre-print review to be completed and delivered based on the productivity rate consistent with the service level defined in the delivery order (see "Service Levels"). However, five (5) percent of the NRC's requirements may be of an urgent nature. For urgent requirements, the NRC Project Officer, or designee, will require editing and manuscript review to be completed and delivered at twice the normal productivity rate associated with the specified service level. The Contractor shall therefore maintain sufficient personnel resources to successfully perform the requested services in accordance with these standards. In addition, the NRC shall hold the Contractor accountable for responding to the NRC Project Officer, or designee, within two (2) working hours to arrange for pickup of a manuscript, and for picking up each manuscript within four (4) hours after the NRC Project Officer notifies the Contractor of its availability, as specified in the Delivery Order Procedures.

C.6.3 Program Office Feedback

NRC reserves the right to use feedback from the program offices as an indicator of Contractor performance.

C.6.4 Poor Workmanship or Failure to Meet Deadlines

The NRC Project Officer will review the deliverables for agency acceptance. (See Section J, "Documents, Exhibits and Other Attachments," Attachment #3.)

- (a) The NRC Project Officer (PO), or designee, shall be the principal judge of the Contractor's responsiveness and the quality and timeliness of the services provided. The NRC will reject any work that is not completed in accordance with the specifications stated in the SOW and is not completed by the established delivery date, such that the deficiencies exceed the Acceptable Performance Level (APL) as described in the "Performance Work Summary" (Attachment #3). If time permits, the Contractor will be permitted to correct the work determined by the PO to be unacceptable. However, if work still contains deficiencies which exceed the APL, the work will be rejected and the Contractor will not be paid for that work.
- (b) Failure to understand any part hereof, or the individual instructions of any delivery order placed or issued hereunder, shall not entitle the Contractor to an adjustment in price. Under such circumstances, the Contractor shall call the NRC Project Officer, or designee, for a clarification of instructions or the task to be performed.
- (c) If an action of the NRC prevents the Contractor from meeting the original delivery date, that date may be extended by the NRC Project Officer for the number of working days that the NRC delayed the work. The NRC Project Officer and the Contractor shall agree to the number of days. In the event that an agreement cannot be reached, the NRC Project Officer shall establish the delivery date.

C.7. SECURITY**C.7.1 Private Use of Contract Information Data**

Except as specifically authorized by this contract, or as otherwise approved by the NRC 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.

C.7.2 Staff Clearance

See Security clauses in Section H.

C.8. PERSONNEL

All Contractor personnel utilized under this contract shall have a Bachelor's degree in English or Communications or at least 12 years of experience in technical editing. Training or knowledge of the sciences is also preferred, in addition to the specific experience, knowledge, skills, and abilities as described in the following sections. For editing at Levels 3 or 4, the Contractor personnel have access to available technical staff with industry experience to consult.

Technical Editor

- (a) Knowledge of the principles for developing and improving technical documents to be disseminated to and understood by a wide and varied audience. This knowledge is gained through (i) specialized training in producing technical documents, (ii) experience developing and writing as an author, and (iii) experience rewriting and editing technical documents and discussing them with the authors
- (b) Ability to organize and edit technical, administrative, or regulatory documents to achieve a clear statement of ideas and to improve and correct their grammar, syntax, punctuation, and (where appropriate) tabular and graphic elements
- (c) Ability to tactfully present information in a clear, articulate manner, both orally and in writing, to agency technical staff and private Contractors
- (d) ***Ability to use personal computers employing a variety of software packages, including Adobe Acrobat Pro, Microsoft Word, Corel WordPerfect, FTP, change tracking, knowledge of the organizations and functions of a Federal agency, corporation, or other entity that would contribute to the ability to understand the specific issues that may be discussed in written documents.***

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.

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
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

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.

SECTION F - DELIVERIES OR PERFORMANCE

SEE SECTION C.5 FOR DELIVERABLE OF THE CONTRACT

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	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUN 1988)

The ordering period for this contract shall commence on 08/08/2007 and will expire 1/10/2008. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering) The term of this contract may be extended up to four additional years at the option of the Government. The total contract period of performance shall not extend beyond July 10, 2012.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)**

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

Project Officer : Helen Chang

Address: ADM/DAS/RDEB
Mail Stop: T6E7
Washington, DC 20555
Telephone Number: 301-415-5225

Alternate Project Officer: Lisa-Anne Culp
Mail Stop: T6D59
Washington, DC 20555
Telephone Number: 301-415-0242

Alternate Project Officer: Cindy Bladey
Mail Stop: T6D59
Washington, DC 20555
Telephone Number: 301-415-6978

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this contract.

G.2 ORDERING PROCEDURES (MAY 1991)**See Section C.5.3 Statement of Work**

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

H.2 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(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 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

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

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order

as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(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, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(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.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), 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 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), 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) Subject to patent and security provisions of this contract, the contractor shall have 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 48 CFR 2009.570-2, 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 to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.
- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.
- (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.3 2052.215-70 KEY PERSONNEL (JAN 1993)

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

PERSONEL

TITLE



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.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (JANUARY 2001)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. NOT APPLICABLE
- 2.
- 3.

(b) The above listed equipment/property is hereby transferred from contract/agreement .

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the

local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Physical Security Branch.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.5 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.

H.6 Annual and Final Contractor Performance Evaluations

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.7 Compensation for On-Site Contractor Personnel (Alternate 1)

a. NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays or emergency situations); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

b. When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for contractor employees performing work on-site at the NRC facility:

*

- c. The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.
- d. On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.
- e. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

H.8 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

H.9 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

H.10 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2003)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year 2003 within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

H.11 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS**Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified and Safeguards Information. The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/ grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, AOUI-Allegation Information@ or AOUI-Security Related Information@ on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 ASafeguards Information@) in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

H.12 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

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	JUL 2004
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	SEP 2006
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	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUNE 2007
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
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	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	APR 2006
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	JUN 1987
52.227-18	RIGHTS IN DATA--EXISTING WORKS	JUN 1987
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1A	GOVERNMENT PROPERTY ALTERNATE I (JUNE 2007)	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/08/2007 through 08/07/2008.

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

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

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

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

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

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

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

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

I.4 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I (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 Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 08/07/2008.

1.5. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

1.6 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities

not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond October 31, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond October 31, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.8 52.232-25 PROMPT PAYMENT (OCT 2003)

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 contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.9 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
1	NRC Form 187		2
2	Billing Instructions		2
3	Performance Work Summary		1
4	DOL Wage Determination		10

The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

A. CONTRACT NUMBER FOR COMMERCIAL
CONTRACTS OR JOB CODE FOR DOE
PROJECTS (Prime contract number must be shown
for all subcontracts.)

2. TYPE OF SUBMISSION

- ☒ A. ORIGINAL
- ☐ B. REVISED (Supersedes all
previous submissions)
- ☐ C. OTHER (Specify)

B. PROJECTED
START DATE

C. PROJECTED
COMPLETION DATE

02/01/2007

01/31/2008

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

☐

B. CONTRACT NUMBER

NRC-33-02-330

DATE

01/31/2007

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Technical Editing and Pre-Print Manuscript Review Services

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- ☒ YES (If "YES," answer 1-7 below)
- ☐ NO (If "NO," proceed to 5.C.)

NOT
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

☒
☐
☐
☐
☐

2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER. (See 5.B.)

☒
☐
☐
☐
☐

3. GENERATION OF CLASSIFIED MATTER.

☒
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☐
☐

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION.

☒
☐
☐
☐
☐

5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.

☒
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☐
☐
☐

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.

☒
☐
☐
☐
☐

7. OTHER (Specify)

☐
☐
☐
☐
☐

B. IS FACILITY CLEARANCE REQUIRED?

YES

☒ NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ☒ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

Helen Chang, Technical Writer Editor

SIGNATURE

Cy Gley for HC

DATE

07/27/2006

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

The nature of the work includes editing documents generated from the program offices. Most documents are public in nature (e.g., NUREGs, letters, memos) but the office anticipates a number of requests that include SUNSI and safeguards information to address the incoming new reactor applications.

In addition, the contractor's staff may need to access the building to provide onsite editing.

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

☐ AUTHORIZED CLASSIFIER (Name and Title)

☐ DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

☐ SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☐ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☒ DIVISION OF FACILITIES AND SECURITY (Item 10B)

☐ CONTRACTOR (Item 1)

☐ SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)

SIGNATURE

DATE

A. DIRECTOR, OFFICE OR DIVISION

SIGNATURE

DATE

Mark J. Flynn, Director of ADM/DAS

Mark J. Flynn

7/27/06

B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY

SIGNATURE

DATE

Sharon Stewart, Director of ADM/DFS

Sharon Stewart

7/27/06

C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
(Not applicable to DOE agreements)

SIGNATURE

DATE

Phyllis A. Bower, Branch Chief
Mary Lynn Scott, Director of ADM/DC/CMB1

Phyllis A. Bower

1/26/07

REMARKS

If NRC extends the contract and elects the option years, these security requirements will extend the projected completion date of these security requirements.