



UNITED STATES  
NUCLEAR REGULATORY COMMISSION  
WASHINGTON, D.C. 20555-0001

May 24, 2000

**SUBJECT: REQUEST FOR PROPOSAL NO. RS- IRO-00 307 ENTITLED "NRC  
OPERATIONS CENTER INFORMATION MANAGEMENT SYSTEM (OCIMS)"**

**TO: OFFERORS**

The U.S. Nuclear Regulatory Commission is soliciting proposals for the project entitled above. The full scope of work anticipated is as set forth in Part I, Schedule.

It is our intention by this solicitation to secure the best qualified organization available to perform this project, cost and other factors considered.

Proposals for this requirement may be submitted by all concerns, i.e., large businesses, small businesses, and small businesses owned and controlled by socially and economically disadvantaged individuals. Notice to large businesses: The subcontracting plan requirements of P.L. 95-507 are applicable to this contract; thus, those offerors determined to be in the competitive range must be prepared to submit a detailed subcontracting plan (See the attached format).

The solicitation package is enclosed. If you desire to respond, your proposal should address the proposal requirements set forth in Section L of the solicitation. All proposals will be evaluated against the evaluation criteria shown in Part IV, Section M.

Your response to the subject solicitation should be sent to the U. S. Nuclear Regulatory Commission, Division of Contracts and Property Management Attn: Donald A. King, Mail Stop T-712, ADM/DCPM/CMB2, Washington, D.C. 20555-0001 no later than 3:00 p.m. June 9, 2000. NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried proposals except during normal working hours, 7:30 a.m. - 3:30 p.m., Monday through Friday excluding federal holidays. Proposals delivered by hand including delivery by any express mail services or special delivery person to the NRC, should be addressed in accordance with the above and delivered to the central mail room located at One White Flint North, 11555 Rockville Pike, Rockville, MD 20852-2738.

If you have any questions concerning the requirements of this solicitation, please contact Mr. Donald A. King, Senior Contract Specialist, on (301) 415-6731 (collect calls will not be accepted).

Sincerely,

Sharon D. Stewart, Contracting Officer  
Division of Contracts  
and Property Management

Enclosures:  
As stated

Template=ADM-004

ADM02

**SMALL BUSINESS AND SMALL DISADVANTAGED  
BUSINESS SUBCONTRACTING PLAN**

Date \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SOLICITATION OR CONTRACT NUMBER:** \_\_\_\_\_

**ITEM/SERVICE:** \_\_\_\_\_

**TOTAL AMOUNT OF CONTRACT (Including Options):** \_\_\_\_\_

**PERIOD OF PERFORMANCE:** \_\_\_\_\_

**1. TYPE OF PLAN**

- \_\_\_\_\_ Individual Plan (all elements developed specifically for this contract and applicable for the full term of this contract).
- \_\_\_\_\_ Master Plan (Goals developed for this contract; all other elements standard; must be renewed every three years)
- \_\_\_\_\_ Commercial Products Plan (contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The contractor must provide a copy of the lead agency approval.)

**2. GOALS**

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

State separate dollar and percentage goals for small business, small disadvantaged business, and women-owned small business in the following format. (For a contract with options, provide a separate statement for the basic contract and individual statements for each option year.)

- A. Total estimated dollar value and percent of planned subcontracting with small businesses (include small disadvantaged and women-owned small business):  
\$ \_\_\_\_\_ and \_\_\_\_\_%

- B. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as "other than small") (% of C):  
\$ \_\_\_\_\_ and \_\_\_\_\_ %
- C. Total estimated dollar value of all planned subcontracting, i.e., the sum of A and B above: \$ \_\_\_\_\_ and 100%
- D. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of C): \$ \_\_\_\_\_ and \_\_\_\_\_ %
- E. Total estimated dollar value and percent of planned subcontracting with woman-owned small businesses (% of C): \$ \_\_\_\_\_ and \_\_\_\_\_ %
- F. Provide a description of all the products and/or services to be subcontracted under this contract, and indicate the types of businesses supplying them: i.e., OTHER THAN SMALL (OTHER), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB) and WOMEN-OWNED SMALL BUSINESS (WOSB)

<u>Subcontracted Product/Service</u>	<u>OTHER</u>	<u>SB</u>	<u>SDB</u>	<u>WOSB</u>
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(ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

- G. Provide a description of the method used to develop the subcontracting goals for small, small disadvantaged, and women-owned small business concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to small, small disadvantaged, and women-owned small business concerns were determined; and how the capabilities of small, small disadvantaged, and women-owned small businesses were determined. Include any source lists used in the determination process.


H. Indirect costs have \_\_\_\_\_ have not \_\_\_\_\_ been included in the dollar and percentage subcontracting goals stated above. (Check one.)

I. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged, and women-owned small business concerns.

### 3. Program Administrator

Provide the name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Duties:

Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned small business concerns; and assure that small, small disadvantaged, and women-owned small businesses are included on the source lists for solicitations for products and services they are capable of providing;
- B. Developing and maintaining bidder's lists of small, small disadvantaged, and women-owned small business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses;
- E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, and women-owned small businesses such as the SBA's PRO-Net, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, the facilities of local small business and minority associations, and contact with Federal agencies' Small and Disadvantaged Business Utilization Specialists (SADBUS);

- F. **Overseeing the establishment and maintenance of contract and subcontract award records;**
- G. **Attending or arranging for the attendance of company counselors at business opportunity workshops, Minority Business Enterprise seminars, trade fairs, procurement conferences, etc;**
- H. **Ensuring small, small disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;**
- I. **Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures;**
- J. **Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;**
- K. **Preparing, and submitting timely, required subcontract reports;**
- L. **Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;**
- M. **Providing technical assistance; e.g., engineering, quality control, and managerial assistance to small, small disadvantaged, and women-owned small business;**
- N. **For contractors of the Department of Defense, NASA, and the U.S. Coast Guard: Ensuring that Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs) shall be afforded maximum practicable opportunity; and**
- O. **Other duties**

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**4. Equitable Opportunity**

**Describe efforts the offeror will make to ensure that small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:**

- A. **Outreach efforts to obtain sources:**

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs;
4. Using PRO-Net to locate sources; and
5. Utilizing newspaper and magazine ads to encourage new sources.

**B. Internal efforts to guide and encourage purchasing personnel:**

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small, small disadvantaged, and women-owned small business source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

**C. Additional efforts:**

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**5. Flow-Down Clause**

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of a public facility) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan" (FAR 19.704).

**6. Reporting and Cooperation**

The contractor gives assurance of: (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295.

<u>Reporting Period Report Due</u>	<u>Due Date</u>
Oct. 1 - March 31 SF-294	04/30
Apr. 1 - Sept. 30 SF-294	10/30
Oct. 1 - Sept. 30 SF 295*	10/30*

Contractors of the Department of Defense (DoD) are required to submit the SF 295 semi-annually. Contractors of civilian agencies will be required to submit the SF 295 annually as shown in this chart, unless required more often by the procuring agency.

#### ADDRESSES

(a) SF-294 to be submitted to the cognizant contracting officer and to SBA if the contract is not under the cognizance of DLA, or as otherwise specified in the contract; and

(b) SF-295 to be submitted to the Office of Small and Disadvantaged Business Utilization of the procuring agency, or as otherwise specified in the contract, and to the cognizant SBA Commercial Market Representative.

#### 7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- A. If the prime contractor is not using PRO-Net as its source for small, small disadvantaged, and women-owned small business concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources;
- C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) if applicable, the reason that the award was not made to a small business concern;
- D. Records to support other outreach efforts, e. g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through: (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor. (This item is not required on a contract-by-contract basis for company or division-wide commercial plans.)

**G. Additional records:**

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**This subcontracting plan was submitted by:**

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**Approval:**

Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGE 91
2. CONTRACT NUMBER		3. SOLICITATION NUMBER RS-IRO-00-307		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		6. DATE ISSUED
7. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555				8. ADDRESS OFFER TO (If other than Item 7)		

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

### SOLICITATION

8. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (Hour) local time \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

### 11. TABLE OF CONTENTS See Attached Table of Contents

DO	SEC.	DESCRIPTION	PAGE(S)	DO	SEC.	DESCRIPTION	PAGE
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER AREA CODE   NUMBER   EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 252(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
		(Signature of Contracting Officer)	

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

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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:

NRC OPERATIONS CENTER INFORMATION MANAGEMENT SYSTEM (OCIMS)

## B.2 BRIEF DESCRIPTION OF WORK

The contractor shall operate, provide preventive and remedial maintenance, provide modifications/enhancements, and maintain and update/revise documentation associated with the OCIMS.

## B.3 SCHEDULE OF COSTS

The estimated cost for the basic contract period and option periods (if exercised) are shown below:

CLIN	Estimated Cost	Fixed Fee	Total Est. Cost and Fee
001	Provide services, equipment and software from the date of award for twelve months.		
002	Provide services, equipment and software for option year one (thirteenth month through the twenty-fourth month) of the contract.		
003	Provide services, equipment and software for option year two (twenty-fifth month through the thirty-sixth month) of the contract.		
004	Provide services, equipment and software for option year three (thirty-seventh month through the forty-eighth month) of the contract.		
005	Provide services, equipment and software for option year four (forty-ninth month through the sixtieth month) of the contract.		

## TOTAL ALL CLINS

**B.4 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE  
(JUN 1988) ALTERNATE I (JUN 1991)**

(a) The total estimated cost to the Government for full performance of this contract is \*, of which the sum of \* represents the estimated reimbursable costs, and of which \* represents the fixed fee.

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

(c) The amount currently obligated by the Government with respect to this contract is \*, of which the sum of \* represents the estimated reimbursable costs, and of which \* represents the fixed fee.

(d) It is estimated that the amount currently allotted will cover performance through \*.

(\* To be completed at time of award.)

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C.1 STATEMENT OF WORK FOR OPERATIONS CENTER  
INFORMATION MANAGEMENT SYSTEM (OCIMS)****1. BACKGROUND**

The U.S. Nuclear Regulatory Commission's (NRC) responsibilities during an emergency response to an accident are to monitor, assess, and, if necessary, direct the nuclear power plant operator to take actions to protect the health and safety of the public. In order to carry out these responsibilities, the NRC maintains an Operations Center (OC) located on the 4th floor of the Two White Flint North building of the NRC complex. Headquarters Operations Officers (HOOs) staff the OC continuously to receive and document telephone notifications from nuclear power plant operators, fuel cycle facility operators, and others. Written reports of these notifications are distributed outside the OC for review and follow-up action.

A small number of these notifications trigger activation of the NRC Incident Response Plan, under which response teams use the facilities in the OC, in the regional offices, and at the plant sites to fulfill the NRC mission of ensuring that the public is adequately protected.

**1.1. Definitions**

Throughout this contract, the following words and terms are used as defined in this subpart unless (a) the context in which they are used clearly requires a different meaning or (b) a different definition is prescribed for a particular part.

1. **ALTERATION.** An alteration is defined as any change to a machine which deviates from the physical, mechanical, or electrical machine design (including microcode), whether or not additional devices or parts are required.

2. **ATTACHMENT.** An attachment is defined as the mechanical, electrical, or electronic interconnection of equipment manufactured by other than the original equipment manufacturer of the machine or system.

3. **CRITICAL FAILURE.** Failures that prevent OCIMS (all subsystems) from performing its required function. Examples of a critical failure are failures of the Headquarters Operations Officers (HOO) or Response Computer System's (RCS) file server, video display server, Executive Team (ET) teleconferencing system, and asynchronous communications server.

4. **DATA PROCESSING EQUIPMENT SYSTEM AND/OR SUBSYSTEM.** The total complement of individual machines and operating software furnished

by the Contractor and acquired to operate as an integrated group.

5. **EQUIPMENT.** An all-inclusive term which refers either to individual machines or to the total complement of machines required to operate as an integrated group.

6. **EQUIPMENT AND/OR OPERATING SOFTWARE FAILURE.** A malfunction in the Contractor-supplied equipment and/or operating software, excluding all external factors, which presents the accomplishment of a job.

7. **INSTALLATION DATE.** The date by which the Contractor must have the ordered equipment ready for use by the Government.

8. **MACHINE/DEVICE.** An individual unit, including features installed thereon, of a data processing system, or subsystem, identified by a type and/or model number, such as a central processing unit, an additional memory module, a tape unit, a card reader, etc.

9. **MECHANICAL REPLACEMENT.** The replacement of one machine for another occasioned by the mechanical condition of the equipment being replaced.

10. **NON-CRITICAL FAILURE** - Failures that may affect an individual workstation but does not prevent OCIMS from performing its required function. Examples of a non-critical failure are failures of a workstation PC or a network printer.

11. **OPERATING SOFTWARE.** Those routines that interface directly with hardware peripheral devices, the computer operations, applications, and utility programs.

12. **OPERATIONAL USE TIME.** The time during which equipment is in actual operation, exclusive of idle time, standby time or maintenance time due to Contractor caused machine failure; not synonymous with "power-on" time.

13. **ORIGINAL EQUIPMENT MANUFACTURER (OEM).** The actual manufacturer and point of origin of the equipment. The OEM provides schematics and standards for maintenance and repair of the equipment, and equipment shall be maintained in accordance with these practices.

14. **PREVENTIVE MAINTENANCE (PM).** Services that are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with a minimal incidence of a malfunction or inoperative conditions.

15. **REMEDIAL MAINTENANCE.** That maintenance performed by the Contractor which results from Contractor-supplied equipment or operating software failure. It is performed as required and therefore on an unscheduled basis.

16. **SOFTWARE RELEASE.** A software release is a modification (update) of the software which may contain additional function and

incorporate all program fixes made to the software since issuance of the prior release. A software release does not change the name or number of the program and is provided by the Contractor at no increase in price. Normally, program support services for the prior release are discontinued by the Contractor after a specified period of time following availability of the new release.

17. SOFTWARE VERSION. A software version is a separate (new) software product which contains significantly more code and/or function than its earlier version. A software version has its own name, product number, terms and conditions and price.

## 2. SCOPE OF WORK

The contractor shall provide all labor (competent, qualified and fully-trained), supervision (project management support), tools, materials (including manuals and schematics), parts, equipment, and transportation necessary to maintain the following:

- a. Operation of the OCIMS;
- b. Preventive and remedial maintenance of the OCIMS;
- c. Modifications/enhancements of the OCIMS;
- d. Maintain and Update/Revise Documentation associated with the OCIMS.

### 2.1 Operation of the Operations Center Information Management System (OCIMS)

#### 2.1.1 Description of OCIMS:

The OCIMS is the primary means of creating, storing, sending and retrieving information in the OC. During a response to an emergency, the OCIMS supports NRC's vital role in providing leadership focus for national and international information distribution and decision support. OCIMS contain voice, data, video display and HOO subsystems. The voice subsystem includes the Executive Team teleconferencing system and interfaces to the Operations Center Private Branch eXchange and associated telephone equipment (such as the multichannel digital recorders). The data subsystem consists of a 10/100 BaseT Ethernet local area network consisting of four servers on a Novell platform and 55 network nodes including an interface to NRC's wide area network (WAN) through a Wellfleet router. The file server and its standby redundant spare provide file and print services to the users of the Response Computer System (RCS) software located on all of the OC workstations. The RCS software is used by response team members to generate information to facilitate internal assessment and external communication. The data subsystem includes integrating RCS with the Emergency Response Data System (ERDS). The asynchronous communication server provides remote RCS users access to the primary file server. The HOOs subsystem provides the ability to receive and record the initial information used by the NRC to monitor

nuclear incidents. This subsystem consists of the HOO database application (HOO DB), a software application that assists the HOOs in recording information about nuclear events, the ongoing status of nuclear facilities and other ancillary functions. The HOO application has modules for Event Entry, Plant Status, licensee phone lists and maintaining Call Lists and personnel related information. The HOO subsystem consists of a primary and three backup file servers. The display subsystem consists of a server that coexists in a Cubix 1000 system with 15 other processor/video boards that provide the capability of displaying computer graphics and briefing slides (captured screen images) produced by the RCS on the OC display monitors.

### 2.1.2 Contractor Responsibilities:

The contractor shall be responsible for the operation of the OCIMS. The contractor shall have personnel experienced and qualified to perform the required services in accordance with OEM practices and standards on-site during the principal period of maintenance (PPM). The PPM is defined as 0800 to 1700 Eastern Standard Time, Monday through Friday excluding government holidays. The contractor on-site staff will be located in the Two White Flint North (TWFN) Building, 11545 Rockville Pike, Rockville, Maryland 20852-2378. In addition the contractor shall:

- (1) become familiar with the design concept of OCIMS within 1 week of contract award by reading all related documentation associated with OCIMS (see section 2.4 for a list of the available documentation);
- (2) respond to the OC whenever NRC activates its incident response function to keep all of the OCIMS systems up and operating as well as providing hardware/software troubleshooting as failures arise in any OCIMS system;
- (3) perform daily checks of all OCIMS systems to ensure that it operates. (See Attachment 2 for a sample checklist). Correct any discovered failures within 8 hours for noncritical and 4 hours for critical;
- (4) perform checks of all OCIMS systems 1 week prior to each scheduled full-scale exercise or monthly depending on the exercise schedule. (See Attachment 3 for a sample checklist). Correct any discovered failures within 8 hours for noncritical and 4 hours for critical.
- (5) perform RCS event archives and event clean up after each use (per procedures and guidelines located in the Data Administrators Guide).
- (6) purchase replacement parts or, when necessary, new equipment, to ensure the operation of OCIMS as directed by the NRC CO.
- (7) The contractor shall purchase new software and software upgrades as directed by the NRC CO.

- (8) The contractor shall purchase material and supplies as directed by the NRC CO. Materials and supplies procured by the contractor shall meet the specifications, standards, and manuals listed in these specifications. The NRC PO may require test data showing that any material or supplies procured by the contractor meet the specifications. The NRC PO may at any time require samples of materials to be used in work performed under this contract.
- (9) The contractor shall maintain continuous availability of the key personnel/backup personnel 24 hours a day, 7 (seven) days a week and shall meet the response times shown in section 2.2.2 Remedial Maintenance, paragraph (1).
- (10) The contractor shall maintain and ensure the operability of the OCIMS software (includes agency provided desktop software, programming software, etc.) by correcting noted problems within 1 week after the Government brings it to their attention. (See Attachment 4 for list of OCIMS software.)
- (11) The contractor shall keep the two OCIMS LANs (RCS and HOO database) up and running with no more than 4 hours downtime for any one given failure.
- (12) The contractor shall keep the ET Teleconference System operating with no more than 4 hours down time.

## 2.2 Preventive and Remedial Maintenance of the OCIMS

### 2.2.1 Preventive Maintenance

The contractor shall provide preventive maintenance (PM) of various OCIMS equipment and shall keep the equipment in operating condition, consistent with Original Equipment Manufacturer (OEM) requirements.

The contractor shall provide PM for the following consistent with OEM requirements:

- (a) Two (2) Canon Fax Machines
- (b) Digital Instruments (DI) digital telephone recorders (starting in December 2000)
- (c) One (1) 10 KVA General Power U10000 UPS
- (d) One (1) 30 KVA IPM UPS
- (e) One (1) Satellite Antenna System
- (f) Display Subsystem
- (g) One (1) Fujitsu 9600 telephone Systems, including all related cards, stations and common equipment, PBX power supplies and uninterruptable power supplies, Dynametric TRI-804 modules, and PC-107 speakerphone modules (Start 12/1/00)
- (h) One (1) ConferTech Allegro Teleconferencing System with Three (3) Operator Workstations (Start 10/1/00)

PM service shall not include electrical work external to the equipment, the furnishing of supplies, and adding or removing accessories, attachments, or other devices. It shall not include repair of damage resulting from an accident, transportation between

Government sites, neglect, misuse, failure of electrical power, air-conditioning, humidity control, or cause other than ordinary use.

The contractor shall specify in writing the frequency and duration of the PM required for the equipment listed above. PM shall be scheduled to be performed so as not to interfere with the Government's operations. The frequency, duration, and quality of PM shall be equal to that provided by the OEM for similar equipment under their standard commercial maintenance contracts.

The contractor shall check with the NRC PO prior to scheduling any PM to determine the best day and time to schedule the PM based on NRC's schedule of activities in the OC. NRC PO shall approve the PM.

2.2.2 Remedial Maintenance

Equipment repair shall be performed after verbal notification of the Contract Representative, by the Contracting Officer or NRC's PO or other designated NRC staff that the equipment is inoperative, or in a degraded condition (see Attachment 5 for a list of the OCIMS equipment). The contractor shall:

- (1) resolve equipment failures within the specified response times resolution times listed below:

	Response Time	Arrive On-Site	Time*
<b>PPM (Mon.-Fri)</b>			
<b>(8:00am-5:00pm)</b>			
Critical Failures . . .	Immediately	Immediately	4 hours
Non-Critical Failures . . .	Immediately	Immediately	8 hours**
<b>Non-PPM (Mon-Fri)</b>			
<b>(5:01pm-7:59am)</b>			
Critical Failures . . .	1 hour	2.5 hours (2 hrs for PBX)	4 hours
Non-Critical Failures.....	1 hour	2.5 hours	8 hours**
<b>Non-PPM (Weekend &amp; Holidays)</b>			
<b>(5:01pm Fri.- 7:59am Mon.)</b>			
Critical Failures..	1 hour	4 hours (2 hrs for PBX)	4 hours
Non-Critical Failures.....	1 hour	4 hours	8 hours**

\*Resolution time starts when the contractor arrives on-site. Resolution of the failure can include replacing the failed part with a backup or with a functional substitute.

\*\*Resolution time can be extended when approved by the NRC PO.

(2) The contractor shall provide the Government with a designated point(s) of contact, and shall make arrangements to enable them to receive such a notification on or to provide an answering machine or other continuous telephone coverage to permit the Government to make such contact.

(3) The contractor shall be responsible for performing all diagnostic tests and for isolating suspected and confirmed malfunctions. Instruments for running these tests shall be provided by the contractor.

(4) The contractor shall document all service and maintenance in an on-site service maintenance log. The log shall state a description of work performed, including the date, and the part number replaced.

(5) The contractor shall furnish a weekly report to the NRC PO that provides a description of any remedial maintenance that has occurred. The report shall include, as a minimum the following:

- (a) date and time the contractor was notified and by whom (NRC PO, HOO, IRO Staff);
- (b) date and time of the contractor's arrival if during NRC hours;
- (c) description of failure;
- (d) problem resolution; and
- (e) date and time failure was resolved and item was returned to operational status.

(6) When notified by the government that a piece of Government Furnished Property (GFP) that is maintained by the government (see section 4 of the SOW), is inoperative, the contractor shall call and request the repair of the GFP to the NRC Help Desk or Customer Support Center (301) 415-1234 or e-mail CSC.

All other GFE that is not government maintained will be maintained by the contractor. The maintenance will be conducted by the on-site systems engineers in the form of troubleshooting failures and getting the items repaired.

NOTE: Under certain conditions, equipment malfunctions can occur and the exact cause of the malfunction is difficult to determine. These situations are of particular concern in environments supported by multiple maintenance contractors. Any additional maintenance charges levied on the Government by other maintenance firms, called in to make actual repairs, due to contractor failure to make repairs, will be deducted from any moneys due to the contractor. If equipment repair would take longer than replacing the component with a functional substitute, the substitute shall be used.

### 2.3 Modifications/Enhancements to OCIMS

The contractor shall upgrade software as necessary to keep RCS and HOO DB systems operating at peak performance levels (no more than 4 hours down time). This includes updating agency supplied software when notified by the NRC PO that an updated version is available. Such software upgrades will be made within 30 days after receipt of the software upgrade from the NRC PO or by a specified time as directed by the NRC PO. The NRC shall provide upgraded agency standard software and the contractor shall purchase non-agency standard software when directed by the NRC CO. This procured software will be installed as noted above for government supplied software.

The contractor shall maintain awareness of and evaluate the availability of (as directed by the NRC PO) upgrades for network-related software in place at the start of this contract, the registration of all commercial software purchased by the contractor, and establishment of procedures to ensure adherence to software licenses.

Any modification/enhancement to OCIMS will encompass a submitted proposal and a subsequent contract modification that may increase the contract ceiling price.

The contractor shall make enhancements to any of the subsystems when requested by the NRC Contracting Officer. This would include software enhancements, hardware upgrades, programming modifications and other items. The contractor will present suggested modifications to the Government. The NRC Contracting Officer will authorize each enhancement prior to start of work. A contract modification to the contract will be executed under the contract Changes clause.

### 2.4 Maintain and Update/Revise OCIMS Documentation

The contractor shall maintain and update/revise the following documents (in hard copy and electronic formats):

- (a) Operations Manual
- (b) Data Administrators Guide (DAG)
- (c) RCS Programmers Guide
- (d) HOO Administrators Guide
- (e) HOO Programmers Guide
- (f) HOO Users Guide
- (g) Maintenance Manual (Vol. 1-5)
- (h) Display Subsystem Programmer's Guide

The changes to these documents shall be made every quarter, as needed. The NRC PO may require a special revision to the above documents if the change is determined to be of critical importance within a quarter.

## 2.5 Reports

The contractor shall submit to the NRC PO a weekly status report and a monthly technical report.

### 2.5.1 Weekly Report

The weekly report shall include, as a minimum:

- (a) daily contractor activities;
- (b) remedial maintenance performed during the week (refer to section 2.2.2); and
- (c) the upcoming week's activities.

### 2.5.2 Monthly Report

The monthly technical report shall include, as a minimum:

- (a) a summary of the month's activities;
- (b) a status of all subsystems covered under this contract;
- (c) items requiring NRC action or support and
- (d) contractor major tasks for the upcoming month to include upcoming PMS.

## 3. CONTRACTOR PERSONNEL

Contractor shall not employ persons for work on this contract if such employees are considered by the CO to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population. Contractor personnel shall present a neat appearance and be recognized as contractor employees, by wearing a NRC provided contractor badge. Contractor shall provide qualified personnel that meet the minimum skill requirements described below. All contractor personnel shall exhibit a thoroughly professional and service-oriented attitude and approach in the performance of their duties, a pleasant demeanor, and interpersonal skills. Contractor shall not employ any person who is an employee of the U.S. Government, if employing that person would create a conflict of interest. All Contractor personnel shall be able to read, write, speak, and understand the English language.

Contractor is responsible for hiring and continuing to employ personnel assigned to this contract.

It is the Contractor's responsibility to counsel or replace contractor employees for reasons such as frequent absences, tardiness, inability to relate to the clientele, failure to carry out assigned responsibilities.

### A. Contract Manager

The contractor shall provide a contract manager who shall be responsible for the performance of work. The name of this person, and an alternate or alternates who shall act for the contractor when the manager is absent, shall be designated in writing to the Contracting Officer.

The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

The contract manager or alternate shall be available during normal duty hours within 60 minutes to meet at the NRC with government personnel (designated by the contracting officer) to discuss problem areas.

- (1) Education: The contract manager shall have an Associates or Bachelor of Science degree in business administration or a minimum of 5 years on-the-job experience.
- (2) Experience: The contract manager shall have a minimum of 5 years experience in complex information technology project management similar in scope and complexity to the NRC's requirements.
- (3) Abilities: The contract manager shall have managerial skills sufficient to supervise, delegate to, mediate among and motivate all levels of personnel, as well as, the ability to communicate with upper-level management.

#### B. On-Site Systems Engineer (SE)

Contractor shall provide two (2) full-time Systems Engineers to be located on-site at the NRC OC. The Systems Engineers shall be responsible for all of the day-to-day duties in the OC.

- (1) Education: The Systems Engineers shall have, at a minimum, a Bachelors of Science degree in computer science or related field or the minimum of 5 years on-the-job experience. The System Engineers shall be Certified Novell Engineers (CNE) or have equivalent training in the Novell system.
- (2) Experience: The Systems Engineers shall have (minimum of 5 years) experience in the operations and administration of an integrated system which includes local area networks (NT and Novell), display systems and other information technologies.
- (3) Abilities: The Systems Engineers shall have demonstrated the ability to work independently and successfully duties with minimal supervisory oversight (minimum of 5 years). The System Engineers shall have a sound, thorough, practical and theoretical knowledge of local area networks. The Systems Engineers shall have experience with and knowledge of the following operating system platforms and software:

Windows 9x/NT4 or higher, Novell 4.11 or higher; Novell GroupWise 5 or higher; MS Office 97 or higher; Corel WordPerfect Suite 8 or higher; Microsoft Internet Explorer 4 or higher; Netscape Communicator 4 or higher. The System Engineers shall also possess experience in supporting relational database management systems; specifically, they will be expected to support Sybase and Microsoft Access relational systems.

#### 4. RESPONSIBILITIES OF THE GOVERNMENT

The government currently maintains/repairs the following OCIMS hardware:

- (a) RCS PC CPUs
- (b) Monitors
- (c) Keyboards
- (d) HP Printers 4, 4SI and 5

Subject to security regulations, the Government shall permit access to, or the removal of, the equipment that is to be maintained.

The Government will provide time for contractor-sponsored modifications, after being notified by the contractor that the modification is ready to be made.

The Government will provide limited space for spare parts, as well as office space. Such office space will include heat, light, ventilation, and electric current, at no cost to the contractor. The Government will provide office supplies (e.g. writing paper, pens, pencils, staplers, etc...). Two telephones (one WITS and one Ops Center PBX) will be provided in the office by the Government at no expense to the contractor. The telephone will have availability to receive long distance calls. The contractor will be permitted to contract, at his own expense, with the local telephone company for additional telephone services.

The Government shall provide operating and service manuals or service diagnostic software to the contractor for existing OCIMS equipment listed on Attachment 5 currently contained in the documentation or files.

#### 5. SPARE PARTS

The contractor shall maintain an inventory of readily available spare and repair parts and such tools and instruments as necessary to maintain the GFP for the life of the contract. Only new standard parts or parts equivalent to new in performance and that meets OEM specifications when used in the equipment shall be used to effect repairs. If a part is not new, it shall be identified as used or reconditioned and warranted as new (See Attachments 14 and 15).

#### 6. MAINTENANCE OPTIONS REQUIRED

##### 6.1. New Equipment

During the term of this contract, the Government, may at its option, add equipment to this contract. Maintenance charges for the added equipment are:

- (a) For the same type and model number, the charges specified in the contract; or
- (b) For items not specified in the contract, a mutually agreed upon charge no greater than the OEM's GSA schedule charge or commercial charge if no schedule is available.

## 6.2. Features

During the term of this contract, the Government may add new features to its installed equipment base. When features are added to a device, the contractor must accept maintenance responsibility for these feature(s) under the terms, conditions, and prices stated in the contract. If a similar feature is not in the contract, the maintenance charge will be mutually agreed upon. If a cost cannot be negotiated, the contractor shall accept the OEM's GSA contract maintenance price for the feature. Maintenance charges shall not exceed the OEM's GSA schedule maintenance price or commercial charge if no schedule is available.

## 7. DISCONTINUATION OF EQUIPMENT MAINTENANCE

The Government may discontinue any maintenance coverage on any item covered under the terms of this contract by giving the Contractor 30 days written notice prior to the date of discontinuation.

If maintenance service is discontinued under this clause, the Contractor shall be entitled only to payment for maintenance services rendered prior to the effective date of discontinuation. There shall be no additional discontinuation costs due the Contractor for discontinuations effected under this clause.

## 8. DOCUMENTATION

Upon installation of agency ordered equipment, the contractor shall provide to that agency one copy of all operator manuals, technical manuals, and all updates on the equipment.

## C.2 MOVEMENT OF EQUIPMENT

In the event the equipment being maintained under this contract is moved to another location within the same geographical service area, as designated by the Contractor, the terms and conditions of this contract shall continue to apply. If the equipment must be moved outside the Contractor's designated service area, then continued applicability of this contract to the equipment that was moved shall be subject to mutual agreement.

The Government shall normally give at least sixty (60) days' written notice to Contractor of its intention to move equipment, except in emergencies.

**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
52.246-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

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

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

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

**F.2 2052.211-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)**

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with direction noted below. Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See List of Attachments).

**F.3 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)**

The contractor shall submit to the NRC PO a weekly status report and a monthly technical report to the project officer and the contracting officer. The weekly report is due 3 calendar days after the end of the report period. The monthly technical report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report.

(a) The weekly report shall include, as a minimum:

- (1) daily contractor activities;
- (2) remedial maintenance performed during the week (refer to section 2.2.2); and
- (3) the upcoming week's activities.

- (b) The monthly technical report shall include, as a minimum:
- (1) a summary of the month's activities;
  - (2) a status of all subsystems covered under this contract;
  - (3) items requiring NRC action or support and
  - (4) contractor major tasks for the upcoming month to include upcoming PMS.

#### F.4 2052.211-72 FINANCIAL STATUS REPORT (DATE)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at \$50,000 or more. Whenever such property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
  - (b) Total funds obligated to date.
  - (c) Total costs incurred this reporting period.
  - (d) Total costs incurred to date.
  - (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
  - (f) Balance of obligations remaining.
  - (g) Balance of funds required to complete contract/task order.
  - (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
- (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

(2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".

(i) Property status:

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

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

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

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

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

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

**F.5 PLACE OF DELIVERY--EQUIPMENT (MAR 1987)  
ALTERNATE 1 (MAR 1987)**

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

U.S. Nuclear Regulatory Commission  
Contract Number:

ATTN: Karen Jackson, M/S T-4A43  
11545 Rockville, Pike  
Rockville, MD 20852-2738

**F.6 RESOLVING NRC CONTRACTOR DIFFERING PROFESSIONAL VIEWS  
(DPVs)**

The Nuclear Regulation Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that (1) may differ from a prevailing NRC staff view, (2) disagree with an NRC decision or policy position or (3) take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel or subcontractor personnel on matters directly associated with its performance of the contract, may be found in Section J of the solicitation. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractor who shall, in turn, provide a copy of the procedure to its employees. NOTE: The prime contractor or subcontractor shall submit all DPV's received by need not endorse them.

**F.7 DURATION OF CONTRACT PERIOD (MAR 1987)  
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on June 1, 2000 and will expire on May 31, 2001. 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 at the option of the Government for an additional 4 option years.

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 2052.215-71 PROJECT OFFICER AUTHORITY (DATE)

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

Name: Karen Jackson  
Address: U. S. Nuclear Regulatory Commission  
11545 Rockville Pike, M/S: T-4A43  
Rockville, MD 20852-2738  
Telephone Number: (301) 415-6398

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

services required under this contract.

**G.2 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (DATE)**

(a) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(b) The contractor must receive written approval from the NRC Project Officer prior to taking travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

(c) The contractor will be reimbursed only for those travel costs incurred which are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

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

(a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

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

#### G.4 ORDERING PROCEDURES (MAY 1991)

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

N/A

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

#### G.5 ELECTRONIC PAYMENT

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

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

obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

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

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

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 2052.204-71 SITE ACCESS BADGE REQUIREMENT (JAN 1993)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession 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 safeguarding of any Government records or data that contractor personnel may come into contact with.

**H.2 SITE ACCESS BADGE PROCEDURES (FEB 1995)**

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

Within ten working days after award of a contract, execution of a modification of a contract or proposal of new personnel for contract tasks, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. The contractor representative will submit the documents to the Project Officer who will give them to the Division of Security. Since the NRC/Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the

NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will advise the Project Officer, who, in turn, will advise the Division of Facilities and Security, of the termination or dismissal of any employee who has applied for, or has been granted, NRC building access approval. It is the responsibility of the contractor to obtain and return to the Division of Facilities and Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC space.

### H.3 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

#### CONTRACT SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive automated information systems (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including the hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a Limited Background Investigation (LBI).

A contractor employee shall not have access to NRC sensitive systems and data until he/she is approved by DFS for temporary or final access in accordance with the procedures found in NRC Management Directive 12.3, Part 1.

The contractor shall submit through the Project Officer to the NRC Division of Facilities and Security (DFS) within fifteen (15) calendar days following award of contract, execution of a modification, or proposal of new personnel for work to be performed under the contract, a completed Personnel Security Forms packet including a Questionnaire for National Security Positions (SF-86) for all personnel requiring the investigation. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2, Questionnaire for National Security Positions, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope). As set forth in MD 12.3, based on DFS review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC sensitive automated information systems and data until a final determination is made of his/her eligibility under the provisions of MD 12.3, Exhibit 11. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 11.

In accordance with NRCAR 2052.204-70, "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See The List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive automated information systems or remote development and/or analysis of sensitive automated information systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

#### CONTRACT SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract will involve contractor personnel who remotely develop and/or analyze sensitive automated information systems and data or otherwise have access to such systems and data (IT Level II). The IT Level II involves responsibility for the direction, planning, design, operation, or maintenance of a computer system by an individual whose work is normally technically reviewed by an IT I sensitivity level employee to ensure the integrity of the system; other positions involving a degree of access to a system that creates a significant potential for damage or personal gain but less than that of IT Level I positions; and, all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a National Agency Check with Inquiries and Credit Investigation (NACIC).

A contractor employee shall not have access to NRC sensitive systems and data until he/she is approved by DFS for temporary or final access in accordance with the procedures found in NRC Management

## Directive 12.3, Part 1.

The contractor shall submit through the Project Officer to the NRC Division of Facilities and Security (DFS) within fifteen (15) calendar days following award of contract, execution of a modification, or proposal of new personnel for work to be performed under the contract, a completed Personnel Security Forms packet including a Questionnaire for National Security Positions (SF-86) for all personnel requiring the investigation. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2, Questionnaire for National Security Positions, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope). As set forth in MD 12.3, based on DFS review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC sensitive automated information systems and data until a final determination is made of his/her eligibility under the provisions of MD 12.3, Exhibit 11. Any questions regarding the individual's eligibility for IT Level II approval will be resolved in accordance with the due process procedures set forth in MD 12.3, Exhibit 11.

In accordance with NRCAR 2052.204-70, "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See The List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g., bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive automated information systems or remote development and/or analysis of sensitive automated information systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

**CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST**

When a request for investigation is to be withdrawn or cancelled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the NRC Division of Facilities and Security (DFS) so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the DFS. Additionally, DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information systems and data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access approval under the NRC Computer Personnel Security Program.

**H.4 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR**

(a) For purposes of this clause, a foreign interest is defined as any of the following:

- (1) A foreign government or foreign government agency;
- (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
- (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
- (4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) may be present where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that the compromise or unauthorized disclosure of classified information may occur.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean NRC contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in DD Form 441S, "Certificate Pertaining to Foreign Interest." Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(e) In those cases where a contractor has changes involving FOCI, the NRC must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(f) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information. Additionally, the contractor shall require such subcontractors to submit completed information required on the DD Form 441 form prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(g) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by NRC to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(h) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on NRC's rights, including its rights to terminate this contract.

(i) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates a FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

(END OF CLAUSE)

#### H.5 2052.215-70 KEY PERSONNEL (JAN 1993)

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

(To be completed at time of award.)

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.6 OPTION TO EXTEND THE TERM - CONTINUOUS MAINTENANCE

During the period between the end of the contract as stated and before the end of the 30 days after funds for that fiscal year are available specified in the clause entitled "Option to Extend the Term of the Contract" in the allowable time to exercise the option, the Contractor may continue to maintain equipment at the level they were maintained just prior to the expiration if the option includes such maintenance. If the Government exercises the option for renewal, the maintenance will be funded with no break in service, unless there is evidence to the contrary that the contractor was electing to refuse the maintenance calls. In such cases the maintenance shall be effective as specified in the modification exercising the contract option to extend the term. In no case will this be construed to obligate the Government if the option is not exercised. However, the Government will give notice of its intention NOT to exercise as soon as feasible.

#### H.7 INTERRUPTION OF SERVICE

The Contractor recognizes that the services under this contract are critical to the Government and must continue without interruption. Contractor also recognizes that when the contract expires, a successor, either the Government or another contractor, may continue the services. The Contractor agrees to furnish phase-in-training, apply its best efforts and cooperation to carry out an orderly and efficient transition to a successor.

**H.8 CONTRACT PHASE OUT PLAN**

The offeror shall address those actions, plans, procedures and resources (less) necessary to complete the contract term without impacting service or response in functional areas. Describe in detail how responsibility and accountability will be relinquished for all Government furnished property and documentation of the system. Discuss procedures for identifying accrued personnel benefits such as personal and sick leave, the scheduling of such absences, and their effect on contract performance during phase out.

**H.9 COMPUTER PROGRAMMERS AND SYSTEM ANALYSTS**

a. The Department of Labor has determined that computer programmers and system analysts are not in the learned professions for purposes of an exemption from the Service Contract Labor Standards Act, 41 U.S.C. Sections 351-358, as amended. This determination is published at 29 C.F.R Section 541.302(h).

b. Therefore, the Service Contract Act must be included in this contract unless the contractor can provide signed certifications and supporting evidence acceptable to the Contracting Officer that ALL computer programmers and systems analysts (including trainees) whose services will be acquired under this contract are either:

(1) Engaged in managerial and administrative duties which qualify them for exemption under 29 C.F.R 541.1 or 541.2, or

(2) High salaried professional employees as defined in 29 C.F.R. 541.315.

(a) Compensated on a salary or fee basis at a rate of at least \$250 per week exclusive of board, lodging, or other facilities, and

(b) Whose primary duty consists of the performance of work requiring knowledge of an advance type in a field of science or learning which includes work requiring the constant exercise of discretion and judgement.

**H.10 RELEASE OF REPORTS**

The Contractor is prohibited from releasing to any source, other than the sponsoring activity, any interim, draft and final reports or information pertaining to services performed under this contract until report approval or official review has been obtained. Furthermore, the contractor shall insure that the cover of all interim, draft and final reports contain the following statement: "The view, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Government position, policy or decision, unless so designated by

other documentation."

#### H.11 RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer.

#### H.12 ROYALTY FREE LICENSE

In consideration of the sum to be paid to the contractor under this contract, the contractor hereby agrees and does grant, convey, and reserves to the United States of America a nonexclusive, irrevocable, world wide, royalty free license in all written material, published, printed, presented or used in connection with the contract, in which the contractor presently holds a copyright or in the future shall obtain a copyright therein or in which he has the right to issue royalty-free licenses thereto.

#### H.13 TYPE OF SERVICE

a. The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.

b. Contractor personnel under this contract shall not:

(1) Be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer.

(2) Be placed in a position of command, supervision, administration or control over personnel or personnel of other Government Contractors, or become a part of the Government organization.

(3) Be used in administration or supervision of procurement activities.

**H.14 CITIZENSHIP**

All contract employees shall be U.S. citizens or legal immigrant aliens.

**H.15 EMPLOYEE RELATIONSHIP**

a. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgement and discretion on behalf of the Contractor.

b. Rules, regulations, directives and requirements which are issued by Government Authorities under their responsibility for good order, administration and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

**H.16 INAPPLICABILITY OF EMPLOYEE BENEFITS**

This contract does not create an employer-employee relationship. Accordingly, entitlement and benefits applicable to such relationships do not apply.

a. Payments under this contract are not subject to Federal income tax withholding.

b. Payments under this contract are not subject to Federal Insurance Contributions Act.

c. The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance under this contract.

d. The Contractor is not entitled to any workmen's compensation benefits by virtue of this contract.

e. The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

**H.17 CONTRACTOR SUPERVISION**

The Government will not supervise, direct, or evaluate the contractor's employees. Similarly, the contractor's employees shall not supervise, direct, or evaluate Government employees or employees employed by other contractors. The contractor's employees shall not become an integrated part of any Government organization, nor shall

they administer or control any Government procurement activities.

#### H.18 GOVERNMENT FURNISHED PROPERTY AND SERVICES

a. The Government may furnish the contractor property, service, or information when so doing would be in the Best interest of the Government. Government furnished property and/or services will be specified on the delivery order.

b. Minimum supplies such as desks, chairs, file cabinets, and expendable supplies may be provided to the contractor. Request for Government property will be approved by the Contracting Officer or the Contracting Officers Representative.

c. Computer hardware and software used to develop, design, validate, and maintain supported systems may be provided to the contractor. Functional requirements will normally be provided to the contractor by the Government. When such hardware or software is not available from the Government, the contractor may be tasked as specified in the Delivery Order to rent or purchase the item(s) and charge the cost to the Government. Purchase in excess of \$1,000.00 per item or \$2,500.00 per order requires prior approval by the Contracting Officer. Any hardware or software purchased by the Contractor becomes the property of the Government.

d. The Government will supply the Contractor with the necessary documents to perform the tasks in the Statement of Work.

e. The Government will not provide typewriters, reproduction equipment, word processing equipment and software, or their attendant supplies.

f. The Government Property Administrator will be assigned on individual delivery orders, as applicable.

#### H.19 ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT

Title to all sources data and materials furnished by the government, together with all plans, system analysis and design specifications and drawings, completed programs except priority programs and documentation thereof, reports and listings, and all other items pertaining to the work and services to be performed under orders pursuant to this contract, including any copyright shall become and remain with the government upon completion. The government shall have the full right to use each of these for its purposes without compensation or approval on the part of the contractor. The government shall have access to and the right to make copies of the above mentioned items. All proprietary programs shall be indicated as such in individual proposals.

**H.20 USE OF GENERAL SERVICES ADMINISTRATION(GSA) CONTRACTS**

a. The use of GSA contracts are allowable for purchase of equipment under this contract. Purchases in excess of \$1,000.00 per item or \$2,500.00 per order require prior approval by the Contracting Officer or his duly authorized representative. The Contractor shall submit data to the Administering Contracting Officer for approval to include three quotes, either GSA or open market, or a combination of both for equipment meeting the Governments' minimum requirements prior to purchasing any equipment.

b. The Government will provide the Contractor with documentation based on the specific requirements on a delivery order basis, as required for contractor action. The quantity, time and place of delivery, and condition of the individual item will be stated in the delivery order.

c. The Contractor shall furnish all supplies and materials required in support of this contract that cannot be furnished by the Government. Contractor furnished supplies and material shall be acquired by the Contractor on a cost reimbursable basis and, therefore, shall become Government furnished supplies and materials. Word-processing software will not be added/used with Government furnished computers purchased for the contractor's use in design, development, testing, validation, and training of the system.

**H.21 TELEPHONE SERVICE**

Nuclear Regulatory Commission telephone service may be provided to local office locations to carry on official business.

**H.22 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS  
(NOV 1989)**

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

**H.23 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.24 Year 2000 Warranty--Non-Commercial Supply Items**

The contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations, to the extent that other information technology, when used in combination with the information technology being acquired, properly exchange date/time data with it, when used in accordance with the product documentation provided by the contractor. If the contract requires that the specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

Items: N/A

## 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
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (JAN 1999)	OCT 1999
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999

52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-5	TRADE AGREEMENTS	APR 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	OCT 1995
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.245-1	PROPERTY RECORDS	APR 1984
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.248-1	VALUE ENGINEERING	NOV 1999
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.216-18 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 the date of contract award through the contract expiration date.

(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;

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

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 7 days 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 the contract expiration date.

**I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

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

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

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

**I.6 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL  
DISADVANTAGED BUSINESS CONCERNS (OCT 1999)  
ALTERNATE I (OCT 1998)**

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

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers

that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

**I.7 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED  
(MAY 1989)**

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as

interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage

Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c) (2) (ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6) (a) (1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c) (2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with subparagraph (c) (2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c) (2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent

or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of

such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination.

Employee Class	Monetary Wage - Fringe Benefits
----- Computer Systems Analyst III -----	----- \$27.62 -----
-----	-----
-----	-----
-----	-----

**I.9 52.232-25 PROMPT PAYMENT (JUN 1997)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (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 subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(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 shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received 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 paragraph (a) (3) (i) through (a) (3) (viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a) (5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to 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, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

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

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

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, 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 when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

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

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

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest

penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, 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).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays 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. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a) (5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a) (7) (iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) 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) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors 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 was due; and

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

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a) (5) (iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a) (7) (iii) (A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) 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 payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(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.

#### I.10 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](http://WWW.ARNET.GOV/FAR)

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

<b>ATTACHMENT NUMBER</b>	<b>TITLE</b>
1	SF3881, Payment Information Form ACH Vendor Payment System
2	Sample of Daily Checklist
3	Sample of Monthly & Exercise Checklist
4	NRC OC Software List
5	NRC OC Equipment List
6	U.S. Department of Labor Wage Determination
7	Billing Instructions for Cost Reimbursements type Contracts
8	NRC Form 187
9	DD FORM 441S CERTIFICATE PERTAINING TO FOREIGN INTERESTS
10	INSTRUCTIONS FOR COMPLETING OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS
11	FORMAT FOR LISTING OFFICERS AND DIRECTORS WITH INSTRUCTIONS
12	PART I PERSONNEL SECURITY/Classification Requirements
13	EXHIBIT 11 - Due Process Procedures
14	SPARE PARTS
15	MAINTENANCE PARTS
16	Contractor Spending Plan -Instructions
17	Estimated Level of Effort

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting

contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)  
(MAY 1999)**

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(MAR 1996)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means

officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(MAY 1999)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 7376.

(2) The small business size standard is \$18.0 M million [average annual receipts for 3 preceding fiscal yrs].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.8 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [ ], is not [ ] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the (EPA) List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.9 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2000)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

**Other End Products**

Line Item Number	Country of Origin

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

**K.10 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)**

**NOTE:**

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR

9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

**I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or  
Federal Official Where Filed:

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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS ELIGIBILITY FOR MODIFIED CONTRACT

## COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES

NO

### K.11 2052.209-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (DATE)

(a) The following representation is required by the NRC Acquisition Regulation 2009.105-70(b). It is not NRC policy to encourage offerors and contractors to propose current/former agency employees to perform work under NRC contracts and as set forth in the above cited provision, the use of such employees may, under certain conditions, adversely affect NRC's consideration of non-competitive proposals and task orders.

(b) There ( ) are ( ) are no current/former NRC employees (including special Government employees performing services as experts, advisors, consultants, or members of advisory committees) who have been or will be involved, directly or indirectly, in

developing the offer, or in negotiating on behalf of the offeror, or in managing, administering, or performing any contract, consultant agreement, or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal must contain, as a separate attachment, the name of the individual, the individual's title while employed by the NRC, the date individual left NRC, and brief description of the individual's role under this proposal.

#### K.12 MAINTENANCE CERTIFICATION

By submission of this offer, the offeror certifies that the OEM will agree to maintain the equipment offered. The offeror does further guarantee that the terms and conditions of any such maintenance shall be equal to or better than the OEM's current General Services Administration (GSA) Authorized ADP Schedule, or, in the absence of a GSA Authorized ADP Schedule, the OEM's current commercially available terms and conditions. The OEM certification shall be furnished by the offeror in writing if requested by the Government at any time.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.214-34	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	NOV 1999
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	JAN 1999
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.225-10	NOTICE OF BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM REQUIREMENT-- CONSTRUCTION MATERIALS	FEB 2000
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR 2000
52.237-1	SITE VISIT	APR 1984

## L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

#### L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a CPFF, Requirements contract resulting from this solicitation.

#### L.4 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

##### (b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sharon D. Stewart

Hand-Carried Address:

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Mgt.  
Attn: T-7-I-2  
11545 Rockville Pike  
Rockville MD 20852

Mailing Address:

U.S. Nuclear Regulatory Commission  
Division of Contracts and Property Mgt.  
Attn: T-7-I-2

Washington DC 20555

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[HTTP://WWW.ARNETH.GOV/FAR](http://WWW.ARNETH.GOV/FAR)

**L.7 2052.215-72 TIMELY RECEIPT OF PROPOSALS (DATE)**

Sealed offers for furnishing the services or supplies in the schedule are due at the date and time stated in block 9 of Standard Form 33, Solicitation, Offer and Award. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in the solicitation. All hand-carried offers including those made by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the NRC loading dock security station located at 11545 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T-7-I-2. All offerors should allow extra time for internal mail distribution or for pick up of hand-carried deliveries. NRC is a secure facility with

perimeter access-control and NRC personnel are only available to receive hand-carried offers during normal working hours, 7:30 AM - 3:30 PM, Monday through Friday, excluding federal holidays.

**L.8 2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (DATE)**

(a) All offerors will be notified of their exclusion from the competitive range in accordance with FAR 15.503(a)(1). Pursuant to the requirements of FAR 15.503(a)(2), preliminary notification will be provided before award for small business set-aside procurements on negotiated procurements. The contracting officer shall provide written postaward notice to each unsuccessful offeror in accordance with FAR 15.503(b).

(b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

**L.9 2052.215-74 DISPOSITION OF PROPOSALS (JAN 1993)**

After award of the contract, one copy of each unsuccessful proposal is retained by the NRC's Division of Contracts and Property Management in accordance with the General Records Schedule 3(5)(b). Unless return of the additional copies of the proposals is requested by the offeror upon submission of the proposals, all other copies will be destroyed. This request should appear in a cover letter accompanying the proposal.

**L.10 2052.216-70 LEVEL OF EFFORT (JAN 1993)**

The NRC's estimate of the total effort for this project is approximately see section J attachment number 17 professional and see section J attachment 17 clerical staff-years for the duration of this contract. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan. For the purposes of the Government estimate, 2000 hours constitute a staff year.

**L.11 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993)**

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

**L.12 AMENDMENTS TO PROPOSAL**

Changes to the Proposal by the offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside page margin. The offeror shall include the date of the amendment on the lower right hand edge of the page.

**L.13 NOTE TO GSA SCHEDULE VENDORS**

GSA Schedule vendors should be aware of paragraph 1.e of the Special Provisions of the Solicitation for Offers for the ADP Schedule, a vendor may offer better prices, terms and conditions than are available under its Schedule contract without an offer being considered a price reduction under the "Price Reduction" provision of the Schedule. Questions should be directed to GSA.

**L.14 ESTIMATED DURATION (JUN 1988).**

The duration of the contract is estimated to be one year. (See section F for any option periods)

**L.15 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

**L.16 FORMAT FOR WRITTEN TECHNICAL PRESENTATION DOCUMENTATION AND ORAL TECHNICAL PRESENTATION****1 GENERAL INSTRUCTIONS**

(a) Offerors shall complete and return two (2) original signed copies of this solicitation package which is the Standard Form 33, "Offer, Solicitation and Award" and all continuation pages. All applicable sections must be completed by the Offeror and submitted to the NRC by the date and time prescribed in block 9 of the Standard Form 33, "Offer, Solicitation and Award."

(b) Offerors shall submit two (2) original and four (4) copies of the Written Technical Presentation Documentation by the date and time prescribed in block 9 of the Standard Form 33, "Offer, Solicitation and Award. Instructions for Written Technical Presentation Documentation are found Subparagraph 2 of this Article.

(c) Offerors shall submit two (2) original and four (4) copies of the written Cost Proposal at the time prescribed in block 9 of Standard Form 33, "Offer, Solicitation and Award." Instructions for the Written Cost proposal are found under Article 4.

(d) Neither the Written Technical Presentation Documentation nor

the Oral Technical Presentation may contain any reference to cost. Resource information, such as data concerning labor hours and categories, materials, subcontracts, computer time, etc., must be included in the proposals so that the Offeror's understanding of the scope of work may be evaluated.

(e) Instructions for the Oral Technical Presentation are found under subparagraph 3 of this Article.

(f) Offerors shall respond fully and completely to all sections of the solicitation package and to the elements that are described in Article 2.1 Written Technical Presentation Documentation, and in Article 3.1 Topics for Oral Technical Presentation.

(g) Correctness of the proposal. Caution -- Offerors are hereby notified that all information provided in its written proposal and oral presentation including all resumes, must be accurate, truthful, and complete to the best of the Offeror's knowledge and belief. The Commission will rely upon all representations made by the Offeror both in the evaluation process and for the performance of the work by the Offeror selected for award. The Commission may require the Offeror to substantiate the credentials education, and employment history of its employees, subcontractor personnel, and consultants, through submission of copies of transcripts, diplomas, licenses, etc.

(h) The entire technical proposal, consisting of both the Written Technical Presentation Documentation and the Oral Technical Presentation will be evaluated against the Evaluation and Award Factors, Section M. Therefore, the Offeror shall submit full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement in accordance with the Evaluation Criteria set forth in Section M.4.

## 2. INSTRUCTIONS FOR WRITTEN TECHNICAL PRESENTATION DOCUMENTATION

(a) Offerors must address the topics listed in Subparagraph 2.1 Topics for Written Technical Presentation Documentation.

(b) All written material inclusive of notes to accompany overheads or 35mm slides, and resumes shall be typed using a minimum of Courier 10cpi type font. Charts, organizational matrices, and overheads or 35 mm slides shall be typed using a minimum of Courier 12cpi type font. All written material shall be printed, and reproduced on letter-size paper. Each copy must be legible.

(c) The Written Technical Presentation Documentation shall not exceed 30 pages exclusive of resumes. The page limitation shall be inclusive of lists (personnel by discipline, and current/previous contracts), charts, matrices, and outline of work for course presentation, design and development. Written copies of overheads or 35mm slides, and notes to accompany overheads or 35mm slides shall be submitted in accordance with item 3.g below. Offerors shall follow the prescribed formats and page length for all requested

documentation in accordance with the instructions for the document.

## 2.1 WRITTEN TECHNICAL PRESENTATION DOCUMENTATION TOPICS

### Topic A.I QUALIFICATIONS OF CONTRACTOR PERSONNEL

- (a) The objective of this part of the Written Technical Presentation documentation shall be to clearly demonstrate to the NRC that the offeror can provide personnel who have the technical experience and qualifications specified in the statement of work to support the NRC's requirements.
- (b) Identify all key personnel, including backup personnel, to be utilized in the performance of any resulting contract. Discuss current and planned availability of all proposed key and backup personnel.
- (c) Identify any former NRC employees that may be utilized in the performance of the contract including their NRC employment history.
- (d) Describe the source of personnel required for performance of each task including those not presently employed by the offeror. If any resource personnel are committed to other work, describe the types and terms of the commitment(s). Note specifically the personnel that will be employed at the time of contract award.
- (e) If the offeror plans to subcontract any of the work to be performed, list proposed subcontractors by name. Identify any key personnel and provide a detailed description of the work to be performed by the subcontractor.
- (f) If the offeror plans to obtain consultant services, explain the need for such services. List the proposed consultants by name, describe the work they will perform under this contract, and include related past work experience. Individuals who are employees of the Contractor or of the U. S. Government are prohibited from being paid as a consultant under this contract.
- (g) Include resumes for all key and backup personnel to be utilized in the performance of any resulting contract. Include educational background; training background; experience; abilities and specific information to address the personnel qualification requirements in the SOW item 3 (CONTRACTOR PERSONNEL) The offeror shall present one-page resumes in the format which follows.

#### RESUME FORMAT

- a. Name and Title
- b. Name of Firm with which associated
- c. Years of Experience
  - with this Firm
  - with other Firms

- d. Education:  
- Degree(s)/Year/Specialization
- f. Active Registration: Year first registered/Discipline  
(Note: "Discipline" refers to the primary technological capability of individuals in the Offeror's firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline. Include a list of publications. The NRC reserves the right to request examples of such publications at the sole discretion of the NRC Contracting Officer.)
- g. Other Experience and Qualifications relevant to the Statement of Work; broad knowledge and understanding of NRC regulations, policies, guideline requirements pertinent to the SOW; demonstrated experience in performing tasks similar to those described in Section C; thorough familiarity with industry practices and codes; clearly demonstrate that the Instructor/developer have the capability to address complex issues.
- h. Denote if the person proposed will fill a Key Personnel position. As this person will be considered by the NRC to be critical to this contract effort (ref. Section H), the Offeror shall submit a statement on the resume defining the percentage of time this person will commit to this task.
- i. Denote if the person proposed is not presently employed by the Offeror. If the proposed person is under commitment, describe the terms of the commitment(s). Note specifically if the person will be employed at the time of contract award.

#### Topic B.I TECHNICAL APPROACH

- (a) Discuss the statement of work to substantiate the offeror's understanding of the requirements.
- (b) Discuss the proposed method of approach to meet the contract objective identified in the SOW Section of this solicitation.
- (c) Indicate potential problem areas and the approach to be taken to resolve said areas.
- (d) State any interpretations, requirements, or assumptions.

Note: Statements which paraphrase the statement of work without communicating the specific approach proposed by the offeror, or statements to the effect that the offeror's understanding can or will comply with the statement of work may

be construed as an indication of the offeror's lack of understanding of the statement of work and objectives.

### 3. INSTRUCTIONS FOR ORAL TECHNICAL PRESENTATION

(a) Offerors must address the topics listed in Subparagraph 3.1 Topics for Oral Technical Presentation. The Offeror's Senior Manager is requested to present the discussion of the Offeror's and any subcontractors', if required, Qualifications of Contractor Personnel, and Technical Approach. The Offeror's Total presentation time shall be no no longer than 90 minutes with an additional 15 minute break.

(b) The NRC will schedule Oral Technical Presentations by drawing lots after the receipt of Offers. At a minimum, oral presentations will be scheduled within five working days between the receipt of offers and the date of the first presentation. The NRC will advise Offerors of the date and time for presentation of their Oral Technical Presentation. The late proposal rule (FAR 52.215-1, Instructions to Offerors--Competitive Acquisition) will not be applied to the oral presentation. The NRC reserves the right to reschedule oral presentations at the sole discretion of the NRC Contracting Officer.

(c) The Oral Technical Presentation shall not constitute discussions as defined in FAR 15.306. The NRC reserves the right to award without discussions (reference also, the evaluation section of the solicitation).

(d) During the oral presentation, NRC evaluators will not ask the Offeror to elaborate on ideas or otherwise request information. Clarification requests will be limited to asking the Offeror to repeat statements that were not heard clearly. The definition of "Clarification" is that of FAR 15.306(a) which provides, "Clarification...means limited exchanges between the Government and offerors, that may occur when award without discussions is contemplated. Offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor clerical errors. It is achieved by explanation or substantiation, either in response to Government inquiry or as initiated by the Offeror ....(C)larification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision." The NRC will not inform an Offeror of their strengths, deficiencies, or weaknesses during the presentation, and the NRC will not engage in bargaining during the presentation.

(e) The oral technical presentation shall not encompass price or cost and fee. Instructions for preparation of the written cost proposal are provided in Item( 4) below.

(f) The Oral Technical and Management Presentation shall be held at the NRC Headquarters located on Rockville Pike, in

Rockville, Maryland. Further details regarding the conference room and available seating will be given at the time Offerors are notified of the date for their presentation. Each conference room will have a viewing screen for the overheads or 35mm slides. The NRC may provide overhead projectors and 35mm slide carousels on a limited basis. A point of contact and telephone number will be provided at the time Offerors are notified of the date for their presentation should they require such equipment.

(g) All Offerors shall document the main points of the Oral Technical Presentation on overheads or 35mm slides and provide an original and three printed copies of the overhead or slides to the Contracting Officer for distribution to the Source Evaluation Panel. Alternately, Offerors may provide a one-page note to accompany each overhead or slide with an original and three printed copies thereof to be distributed to the Source Evaluation Panel by the Contracting Officer. All printed copies must be legible. Offerors are prohibited from taping or recording their own presentations. Should the NRC tape or record the Offeror's presentation, the NRC will NOT provide the Offeror with a copy of the tape or recording.

(h) In addition to the NRC Contracting Officials, members of the NRC will attend from the NRC Operations Center.

### 3.1. TOPICS FOR ORAL TECHNICAL PRESENTATIONS

#### Topic A.II QUALIFICATIONS OF CONTRACTOR PERSONNEL

The objective of this part of the Oral Technical Presentation shall be to clearly demonstrate to the NRC that the Offeror and the proposed personnel have: (1) experience in the operations and administration of an integrated system which includes local area networks (NT and Novell), display systems and other information technologies; (2) demonstrated the ability to work independently and successfully accomplish duties with minimal supervisory oversight (minimum of 5 years); (3) a sound, thorough, practical and theoretical knowledge of local area networks; (4) experience with and knowledge of the following operating system platforms and software: Windows 9x/NT4 or higher, Novell 4.11 or higher; Novell GroupWise 5 or higher; MS Office 97 or higher; Corel WordPerfect Suite 8 or higher; Microsoft Internet Explorer 4 or higher; Netscape Communicator 4 or higher; (5) experience in supporting relational database management systems; specifically, they will be expected to support Sybase and Microsoft Access relational systems; and (6) demonstrated experience in performing tasks similar to those described in Section C and clearly demonstrate that the personnel have the capability to perform the requirements in the SOW Section.

#### TOPIC B.II. TECHNICAL APPROACH

In this part of the Oral Technical Presentation, the Offeror

shall fully discuss the proposed method of approach to meet the contract objective for (1) Operation of an Operations Center Information Management System; (2) providing preventive and remedial maintenance of an Operations Center Information Management System; (3) Modifications/enhancements of an Operations Center Information Management System; and (4) Maintaining and Updating/Revising Documentation associated with the Operations Center Information Management System identified in Section C. Describe the methods, procedures, and criteria to be used in staffing, managing and evaluating personnel performance as it relates to this contract so as to demonstrate to the NRC that the Offeror has a realistic personnel management plan to assure the availability of the workforce required to support the NRC's requirements. The Offeror shall specify the supervisory levels at which each of these actions is to take place.

Describe the extent to which the Offeror plans to place subcontracts for this work. Describe the work they will perform under this contract.

Describe the extent to which the Offeror plans to obtain consultant services. Explain the need for such service and describe the work they will perform under this contract.

Note: Statements which paraphrase the statement of work without communicating the specific approach proposed by the offeror, or statements to the effect that the offeror's understanding can or will comply with the statement of work may be construed as an indication of the offeror's lack of understanding of the statement of work and objectives.

[End of Provision]

#### 4. Cost Proposal

(a) The offeror shall provide its detailed cost/price proposal. The cost/price proposal shall be prepared in careful compliance with the instructions that follow. The offeror shall also provide a copy of its current GSA schedule contract or commercial price list.

(b) The cost proposal shall be submitted separately from the Technical and Management Proposal or Oral Presentation and Supporting Documentation (as applicable).

(c) The offeror's request for an exception to submitting cost or pricing data shall be made in accordance with FAR 52.215-20 (a).

(d) If the contracting officer does not grant the offeror an exception from the requirement to submit cost or pricing data, the offeror's cost proposal shall conform with the requirements of FAR 52.215-20(b). Cost information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicted in accordance with Table 15-2 of FAR

15.408.

(e) When the offeror's estimated cost for the proposed work exceeds \$100,000 and the duration of the contract period exceeds six months, the offeror shall submit a Contractor Spending Plan (CSP) as part of its cost proposal. Guidance for completing the CSP is attached.

(f) For any subcontract discussed under the Technical and Management Proposal, or Oral Presentation Material, provide supporting documentation on the selection process, i.e. competitive vs. noncompetitive, and the cost evaluation.

(g) Actual local travel costs will be reimbursed in accordance with Federal Travel Regulations. To estimate local travel costs, the Contractor should assume that the one contractor personnel will travel to the NRC Headquarters in Rockville, Maryland once per month during the performance period. In addition, the offeror shall provide information which must include pertinent details sufficient to show the elements of cost upon which the proposed travel cost is predicated. The total estimated local travel trips is: BASE YEAR (12); OPTION YR 1 (12); OPTION YR 2 (12); OPTION YR 3 (12); OPTION YR 4 (12).

(End of Provision)

**L.17 NOTICE TO OFFERORS - CERTIFICATE PERTAINING TO FOREIGN INTERESTS**

a. All offerors are hereby notified that the NRC contemplates an award involving access to classified information in accordance with the clause in Section H.4 entitled "Foreign Ownership, Control, or Influence over Contractor (FOCI)". Award will not be made unless the NRC's Division of Facilities and Security (DFS) makes an affirmative FOCI determination for the apparent successful offeror. Where there is insufficient lead time between selection and contract award to allow a pre-award FOCI determination, the NRC may award a contract. However, the contractor may not access classified information until such time as the contracting officer provides written notification that an affirmative FOCI determination has been completed and access is permitted. The NRC reserves the right to cancel the award at no cost to the Government if the contractor fails to obtain the required FOCI approval within 30 calendar days after contract award.

b. Only the apparent successful offeror shall be required to submit the information required in the "Certificate Pertaining to Foreign Interests" (Certificate) attached to the attachment Section. Such submittal shall be made by the date stated in the NRC Contracting Officer's written request prior to award.

c. Where an apparent successful offeror is a contractor not possessing a current (within five years from the date of this offer) affirmative FOCI determination, the NRC Contracting

Officer shall provide the apparent successful offeror with current guidelines for completing the FOCI information required in the Certificate and a format for listing the contractor's officers and directors.

d. If an apparent successful offeror previously received an affirmative FOCI determination from the NRC or another federal agency (e.g., the Department of Defense or the Department of Energy) within five years from the date of the offer, the offeror may submit the following representation upon receipt of the NRC Contracting Officer's written request for FOCI information:

Notice of Nonapplicability for Foreign Ownership Control, or Influence Over Contractors (FOCI)

I represent that I need not complete the information required in the "Certificate Pertaining to Foreign Interests" because an affirmative FOCI determination has been made based upon previous representations made to:

[insert name of federal agency office and date of prior representations]

and I represent that the previous representations remain accurate, current (within five years from the date of this offer), and complete.

Company Name and Address:

\_\_\_\_\_  
Signature  
(See Note 1)

Name \_\_\_\_\_

Title \_\_\_\_\_

Note 1. Signature shall be an authorized official. That is, an official identified in the organization's Articles of Incorporation or By-Laws as responsible for managing the business affairs of the organization, or any other employee, identified by name, of the organization if designated in writing by such an authorized official as having been delegated authority to execute FOCI representations on behalf of the organization.

The NRC Contracting Officer shall verify this representation through DFS. If DFS is unable to verify the apparent successful offeror's representation, the apparent successful offeror shall be required to submit the information required in the Certificate by the date requested by the NRC Contracting Officer.

(End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) EVALUATION OF OPTIONS	JUL 1990

M.2 2052.215-79 CONTRACT AWARD AND EVALUATION OF PROPOSALS (DATE)

(a) By use of narrative and numerical (as appropriate) scoring techniques, proposals are evaluated against the evaluation factors specified in paragraph M.4 below. These factors are listed in their relative order of importance.

(b) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value, as defined in FAR 2.101, after evaluation in accordance with the factors and subfactors in the solicitation.

(c) The Government may:

(1) Reject any or all proposals if such action is in the Government's interest.

(2) Waive informalities and minor irregularities in proposals received.

(d) The Government intends to evaluate proposals and award a contract without discussions with offerors. The Government reserves the right to seek proposal clarifications (e.g., capability issues as described in FAR 15.306(a) or minor or clerical errors as described in FAR 14.407); and hold communications as described in FAR 15.306(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at

which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(f) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(g) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(h) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(i) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(j) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(k) A separate cost analysis is performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data must be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration is given to the Plan for completeness, reasonableness, and as a measure of effective management of the effort.

### M.3 METHOD OF AWARD

Award will be made to the responsive responsible offeror whose proposal is most advantageous to the Government, price and other factors considered. Proposals shall be evaluated based upon the technical factors and subfactors described in section M.4 (listed in descending order of importance), and for price reasonableness. Prior to being evaluated in terms of the technical factors and subfactors, proposals must meet the requirements set forth in section C, and be compliant with the terms and conditions of this solicitation. Offerors proposed costs will be considered

independently of the technical criteria and will not of themselves be accorded any specific numerical rating. If there are no significant technical differences among offerors, cost alone will be the determining factor for source selection.

#### M.4 FINAL EVALUATION CRITERIA

The following criteria will be used to evaluate the technical and cost proposals from the three firms selected to participate in the solicitation and award steps of the focused source selection process. The results of the initial assessment (CORPORATE WORK EXPERIENCE 20 points) and (CUSTOMER SATISFACTION - PAST PERFORMANCE 35 points) will be used with the results of the final evaluation to rank proposals received during the solicitation and award steps of the focused source selection process. Firms selected to participate in the solicitation and award steps will also be given the opportunity to provide supplemental information relating to their Capability Statement for NRC's consideration.

NOTE: The entire technical proposal, consisting of both the Written Technical Presentation Documentation and the Oral Technical Presentation, will be evaluated against the Evaluation Criteria presented below. All evaluation factors other than price, when combined, are significantly more important than, price.

The Offeror should ensure that its Written Technical Presentation Documentation and its Oral Technical Presentation contain full and complete information as required in the "Format for Written Technical Presentation Documentation and Oral Technical Presentation" Section within this solicitation in order to permit the NRC to perform a thorough evaluation and make a sound determination of whether the proposal will have a reasonable likelihood of meeting the requirements of this procurement in accordance with the evaluation criteria. The following criteria and weight factors will be used to evaluate the technical merit of each Offeror's proposal:

#### QUALIFICATIONS OF CONTRACTOR PERSONNEL:

30

Extent to which the proposed personnel are qualified and experienced to perform the work required in this solicitation, including, as a minimum, education background; training background; and the specific information necessary to address the Qualification Requirements of the SOW.

#### TECHNICAL APPROACH:

15

Extent to which the Offeror's understanding of the requirements set forth in the solicitation demonstrates soundness of the Offeror's approach to meeting these requirements, including as a minimum, methods used to operate and maintain an Information Management System.

[End of Provision]

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE \_\_\_\_\_ PAGE 1 OF PA 3

2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE 06/05/2000	4. REQUISITION/PURCHASE REQ. NO. Dated: 1/10/20 IRO-00-307	PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch No. 2 Washington DC 20555-0001		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  To all Offerors/Bidders	(X)	9A. AMENDMENT OF SOLICITATION NO. RS-IRO-00-307
	X	9B. DATED (SEE ITEM 11) 05-24-2000
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE _____		FACILITY CODE _____

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The due date for receipt of proposals is : 3:00 pm, Washington, D.C. local time on June 9, 2000.
2. Only those offerors who will submit a proposal in response to this solicitation need send an acknowledgement of this amendment.
3. Please see the following pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharon D. Stewart Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 06-05-2000

The purpose of this amendment is to respond to questions received from interested parties.

Accordingly, the following change is made:

(1) The following responses are hereby provided to interested parties questions:

**Question 1.** Will security clearances be required for those working on the contract? If so, what level?

**Response:** Contractor employees assigned to this contract will not be required to obtain a security clearance. However, in accordance with clauses H.2 and H.3 contractor personnel performing work under this contract shall be required to undergo a background investigation.

**Question 2.** Based on the information on the NRC Web page for "Focused Source Selection," we are assuming that corporate experience and past performance data have already been evaluated by the selection committee. Is this correct?

**Response:** That is correct. As noted in subsection M.4 - Final Evaluation Criteria, the results of the initial assessment (CORPORATE WORK EXPERIENCE 20 points) and (CUSTOMER SATISFACTION -PAST PERFORMANCE 35 points) will be used with the results of the final evaluation to rank proposals received during the solicitation and award steps of the focused source selection process. The firms selected to participate in the solicitation is also given the opportunity to provide supplemental information relating to their Capability Statement for NRC's consideration.

**Question 3.** Under the new procedures in "Focused Source Selection" are you allowed to identify the firms who have been chosen to receive proposals?

**Response:** The firms selected to participate in the solicitation and award steps have been posted to the NRC Focused Source Selection Webpage.

**Question 4.** When are overheads or 35mm slides to be submitted for the Oral Technical Presentation?

**Response:** An original and three printed copies of the overhead or slides must be submitted no later than 3:00 p.m. on June 9, 2000, to the U. S. Nuclear Regulatory Commission, Division of Contracts and Property Management Attn: Donald A. King, Mail Stop T-712, ADM/DCPM/CMB2, Washington, D.C. 20555-0001.

Question 5. Page L-12 paragraph 3(g) second sentence first word, should the word be "Additionally" in stead of "Alternately"?

Response: The word should be alternately. In other words, along with the offeror providing an original and three paper copies of the overhead or 35 mm slides, the offeror may alongside the paper copies submitted provide a one-page note to accompany each overhead or 35 mm slides.

Question 6 Will NRC please provide a list of the current Maintenance contractors supporting the incumbent under the current contract?

Response: NRC does not intend to provide such a list. The name of the prime contractor was provided with the draft statement of work under step 1 of the focused source selection process. The NRC does not have privity of a contract with subcontractors under the current contract and therefore does not have the authority to release this information. However, the current contract, NRC-10-93-133 with all modifications is available for review at the U. S. Nuclear Regulatory Commission Public Document Room which is located at 2120 L Street, N. W. in Washington, D.C. Copies of the documents may be made for a fee.

Question 7. Request a one week extension to the RFP due date.

Response: Due to our tight procurement schedule, the due date will not be extended.

Question 8. Per the RFP requirement, the offeror is to have the Senior Management do the oral presentations. However, is there any latitude in this requirement whereby the offerors could have our Senior Engineer give the oral presentations in conjunction with our Senior Level Management (i.e. introduction by Senior Manager, Technical portion - on-site Senior Engineer)?

Response: This approach is acceptable. Therefore, under subsection L. 16 entitled "Format For Written Technical Presentation Documentation and Oral Technical Presentation," paragraph 3 (a) is deleted entirely and the following is substituted in-lieu thereof:

(a) Offerors must address the topics listed in Subparagraph 3.1 Topics for Oral Technical Presentation. The Offeror's Senior Manager/Staff is requested to present the discussion of the Offeror's and any subcontractors', if required, Qualifications of Contractor Personnel, and Technical Approach. The Offeror's Total presentation time shall be no longer than 90 minutes with an additional 15 minutes break.

END OF RESPONSES

(2) Nothing follows.