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

DEC 12 1997

OFFERORS:

SUBJECT: REQUEST FOR PROPOSAL NO. RS-IRM-97-195 ENTITLED "OPERATION OF NRC DATA CENTERS"

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

This requirement is a 100% Small Business Set-Aside.

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.

Written questions must be received not later than ten (10) calendar days prior to the closing date of this solicitation.

If you have any questions concerning the requirements of this solicitation, please contact Edna Knox-Davin, Contract Negotiator, on (301) 415-6577 (collect calls will not be accepted).

Sincerely,

Barbara Mearse

for Sharon D. Mearse, Contracting Officer
Contract Management Branch 3
Division of Contracts and Property Management
Office of Administration

Enclosures:
As stated

B-4

BIDDER'S MAILING LIST FOR
SOLICITATION NUMBER: RS-IRM-97-195

COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
AEI, INC. PROJECT MANAGER CO P.O. BOX 5833 WASHINGTON, DC 20016	202-686-0212 202-686-1673
AIMSI GEORGE B. SANDERS 575 OAK RIDGE TRUNPIKE SUITE B-3 OAK RIDGE, TN 37830	423-482-9879 423-482-6238
AMTI FIONA BARSHOW 1101 15TH., NW, SUITE 900 WASHINGTON, DC 20005	202-776-0400 202-452-0699
APPLIED SYSTEMS MANAGEMENT, INC. JIM ZUMWALT 6332 BROCKETTS CROSSING ALEXANDRIA, VA 22315	703-922-6436 703-922-6436
AQUASIS SERVICES INC. STEVE WESTERLUND 904 EAST GADSDEN STREET P.O BOX 2605, PENSACOLA, FL 32513	850-433-0831 850-432-6899
ARAMARK TOWER MATTHEW BREITENBACH 1101 MARKET STREET PHILADELPHIA, PA 19107	215-238-3000 215-238-3333
ATLANTIC COAST CONTRACTING, INC. DELANEY RUDD P.O. BOX 1086 DUNN, NC 38335	910-892-3127 910-892-7950
AUTOMATED SYSTEMS & PROG., INC., ERIC MC PHERSON 7910 WOODMONT AVE SUITE 1450 BETHESDA, MD 20814	301-718-3473 301-718-3666

BIDDER'S MAILING LIST FOR
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COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
BASE TECHNOLOGIES, INC. MEA LEWIS 1749 OLD MEADOW ROAD MC LEAN, VA 22102	703-848-2400 703-848-0804
BN SYSTEM, INC. MARK F. REWERS 4213 NORTH BUFFALO ROAD ORCHARD PARK, NY 14127	716-662-9199 716-662-9290
CENCOR CORPOATION VERONICA STEVENS 5252 CHEROKEE AVENUE SUITE 300 ALEXANDRIA, VA 22312	703-941-5916 703-941-4309
CENCOR INFORMATION SYSTEMS CAROLYN S. WALL 5252 CHEROKEE AVENUE, SUITE 300 ALEXANDRIA, VA 22312	703-941-5916 703-941-4309
CETROM DOUGLAS R. KUNZE, CPP,CQAE 818 W. DIAMOND AVE. SUITE 101 GAITHERSBURG, MD 20878	301-990-4111 301-990-6057
CHEROKEE INFORMATION SERVICES INC., CHRISTINE BAUMAN CRYSTAL GATEWAY 3 SUITE 304 1215 JEFFERSON DAVIS HWY., ARLINGTON, VA 22202	703-416-0720 703-415-1450
COMPREHENSIVE TECH. INTERNATIONAL BILL McCENEY 3951 PENDER DRIVE SUITE 120 FAIRFAX, VA 22030	703-383-7200 703-352-6765
COMPUTER BASED SYSTEMS, INC. ANN MARIE TRIPLETT 2750 PROSPERITY AVE., SUITE 300 FAIRFAX, VA 22031	703-849-8080 703-849-1763

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COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
COMPUTER RESOURCE MANAGEMENT, INC. EDITH TRUMP 950 HERNDON PARKWAY SUITE 360 HERNDON, VA 20170	703-435-7613 703-834-1294
CONVENANT INDUSTRIES, INC. STATNEY LATTIN JR. P.O.BOX 5189 WEST COVINA, CA 91791	626-330-3500 626-369-0471
DATA MONITOR SYSTEMS, INC. WILLIAM L. HARPER 1120 S. DOUGLAS BLVD., MIDWEST CITY, OK 73130	405-737-7950 405-736-0723
DCCA DAVID E. BOWER, JR. P.O. BOX 2665 COLUMBIA, MD 21045	301-621-8740 410-992-3760
DEL MAR ASSOCIATES, INC. TONY COMFORT 3237 CISMONT COURT WOODBRIDGE, VA 22192	703-491-3051 703-491-3051
DP ASSOCIATES INC., TOMMIE L. BATTS 4900 CENTURY STREET HUNTSVILLE, AL 35816	205-837-8300 205-837-8454
E.J. HERRING AND SON INC MARY CAMERON 621 CENTRAL AVENUE UNIT 501 EDGEWATER, MD 21037	410-798-0939 410-798-6505
EIS SERVICES, INC. ROBERT L. PATTERSON 7700 LEESBURG PIKE SUITE 125 FALLS CHURCH, VA 22043	703-749-0007 703-749-0009

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COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
ERIN SERVICES, INC. DENNIS J. DONNELLY,III ERIN SERVICES, INC. P.O. BOX 24477 111 PALMETTO COURT ST. SIMONS ISLAND, GA 31522	912-638-9916 912-638-5701
FEDERAL MANAGEMENT SYSTEMS, INC. ABE KELLIZY 6401 GOLDEN TRIANGLE DRIVE,SUITE450 GREENBELT, MD 20770	301-441-9451 301-441-8270
FEDERAL SOURCES INCORPORATED JENNIFER ABBOTT 8400 WESTPARK DRIVE 4TH FLOOR MC LEAN, VA 22102	703-610-8700 703-883-0362
FIRST FEDERAL CORPORATION SANDRA GUIDERA 4910 MASSACHUTTS AVE. NW SUITE 16 WASHINGTON, DC 20016	202-362-9884 202-244-2478
G & M ASSOCIATES MICHEAL MACON 4927 FAYETTEVILLE RD. SUITE 200 DURHAM, NC 27713	919-544-7219 301-415-8157
G.C. MANAGEMENT ASSOCIATES JAN L. ATKINSON 11124 RICH MEADOW DRIVE GREAT FALLS., VA 22066	703-404-2259 703-404-2472
GMSI SHERRY EMBREY TWO DEMOCRACY PLAZA 6707 DEMOCRACY BLVD, SUITE 200 BETHESDA, MD 20817	301-493-9193
GOVERNMENT CONTRACT SREVICES JANE LOCKE 1000 NORTH DIXIE HIGHWAY SUITE B WEST PLAM BEACH, FL 33401	561-833-3385 561-833-5388

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COMPANY (Large Busineses are Identified with an Asterisk)	PHONE / FAX
IIT RESEARCH INSTITUTE PETER McGRATH 1921 GALLOWS ROAD SUITE 730 VIENNA, VA 22182	703-918-4480 NONE
INFORMATION TECH.SOLUTIONS INC., KEVIN WAGER 2021 CUNNINGHAM DRIVE, SUITE 303 HAMPTON, VA 23666	757-827-8443 757-827-3560
INNOVATIVE LOGISTICS ANTONIO JENKINS-LARA 1505, BOX 025207 MIAMI, FL 33102	011-507-224-9847 011-507-224-9794
INTEGRITY MANAGEMENT INTERNAITONAL SUSAN LIPSCOMB 1931 SAN MIGUEL DRIVE SUITE 210 WALNUT CREEK, CA 94596	510-934-6771 510-934-8249
ITS FEDERAL CAMILLE R. MORRIS P.O. BOX 1148 VENTURA, CA 93002	805-641-0093 805-641-0190
ITS SERVICES, INC. STEPHANE BRAUN 6800 BACKLICK ROAD SUITE 204 SPRINGFIELD, VA 22150	703-644-6433 703-644-6435
J.H.M.RDG INC., RICK KEIR 6930 CARROLL AVE., SUITE 700 TAKOMA PARK, MD 20912	301-270-1225 301-270-3585
JRS MANAGEMENT JACQULINE SIMS 3104 LUMAR DRIVE FORT WASHINGTON, MD 20744	301-248-1309 301-248-5628

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COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
KATHPAL TECH INC. RICHARD HARRISON 2230 GALLOWS ROAD SUITE 380 DUNN LORING, VA 22027	703-573-7791 703-573-7793
KEVRIC COMPANY, INC. DAVID W. ALLEN SR. SILVER SPRING METRO PLAZA ONE 8401 COLESVILLE ROAD, SUITE 610 SILVER SPRING,, MD 20910	301-588-6000 301-588-1777
LABAT- ANDERSON INC. MIRA ALI 8000 WESTPARK DRIVE SUITE 400 MC LEAN, VA 22102	703-506-9600 703-506-4646
LADUCER & ASSOCIATES, INC. JEFF GRANT 201 MISSOURI DRIVE MANDAN, ND 58554	701-667-1980 701-667-2970
LANDIS & STAEFA SUSAN GOELDNER FACILITY MANAGEMENT SERVICE 801 ASBURY DRIVE BUFFALO GROVE, IL 60089	847-215-5131 NONE
LBB, INCORPORATED DORIS HERTEL 13 KOGER CENTER STE. 100 NORFOLK, VA 23502	757-893-9159 757-893-9178
MANAGEMENT SOLUTIONS LLC JOHN THIES 15 FUTURITY PLACE TIJERAS, NM 87059	505-768-8743 NONE
MANY ARROW R CORPORATION S.M. ROSE P.O. DRAWER KJ WILLIAMSBURG, VA 23187	804-253-0344

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SOLICITATION NUMBER: RS-IRM-97-195

COMPANY (Large Busineses are Identified with an Asterisk)	PHONE / FAX
MC NEIL TECHNOLOGIES, INC. KAREN THOMAS 6564 LOISDALE COURT SUITE 800 SPRINGFIELD,, VA 22150	703-921-1600 703-921-1610
MCSI TECHNOLOGIES INC. MARION A. PORTER 8401 COLESVILLE ROAD SUITE 305 SILVER SPRING, MD 20910	301-495-4444 301-495-4475
MSTC, INC., NANCY DEWEY 3541 CHAIN BRIDGE ROAD, #9 FAIRFAX, VA 22030	703-385-7074 703-385-7040
MULTIMAX, INC., MICHELLE Y. FLING 1608 SPRING HILL ROAD SUITE 438 VIENNA, VA 22182	703-761-7988 703-761-1998
NATI K.J. ANDERSON 3703 BENNING ROAD NE., WASHINGTON, DC 20019	202-397-2200 202-396-6566
NETWORK AUTOMATION TECH. DOUGH INGLES 8201 GREENSBORO DR SUITE 1000 McLEAN, VA 22102	703-714-6997 703-714-6998
NVT TECHNOLOGIES INC., TIMOTHY F. REGAN 21515 RIDGETOP CIRCLE SUITE 300 STERLING, VA 20166	703-406-8000 703-406-0751
OFFICE MANAGEMENT & DESIGN CONS., GLORIA H. REASE 1300 MERCANTILE LANE SUITE 139 LANDOVER, MD 20785	301-218-8300 301-218-8395

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COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
ONES MEDICAL SERVICES LARRY W.DANCY 425 SOUTHLAKE BLVD, SUITE 2B RICHMOND, VA 23236	301-415-8157
PEMCO CONSULTING INC. MR. PRESCOTT SHERROD 615 N. BIRDNECK RD. SUITE 109 VIRGINIA BEACH, VA 23451	757-437-8862 757-437-8836
PRAGMATICS INC. DR. KIM NGUYEN 8301 GREENSBORO DRIVE SUITE 225 MC LAN, VA 22102	703-761-4033 703-761-4089
PROFESSIONAL PERFORMANCE DEV. CORP. KLAUS M. SCHONFELD 7272 WURZBACH ROAD SUITE 1504 SAN ANTONIO, TX 78240	210-615-1117 210-615-1158
PULSAR DATA SYSTEMS INC. VICTOR SMIGEL 4500 FORBES BLVD., LANHAM, MD 20706	301-415-6577 301-415-8157
PURDEY ASSOCIATES ENG. LOUIS A. PURDEY P.O. BOX 1158 YORKTOWN, VA 23692	757-898-1241 757-898-1241
R&A TECHNICAL SERVICES MARK HOSKINS 66 EAST EXCHANGE PLACE SALT LAKE CITY, UT 84111	801-524-0100 801-525-0081
RAI RAPID MARK POMPLON 8221 PRESTON COURT JESSUP, MD 20794	301-776-5000 301-776-3690

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COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
REMTECH SERVICES, INC. JOHN D. SHERIFF 804 MIDDLE GROUND BLVD., SUITE A NEWPORT NEWS,, VA 23606	757-873-8733 757-873-8403
RGI, INC. LAURA KRUCZKOWSKI 5203 LEESBURG PIKE, SUITE 1300 FALLS CHURCH,, VA 22041	703-820-4900 703-820-4906
RICK MONTOYA SERVICES, INC. JOSEPH L. STACK WESTERN BANK BUILDING 201 N. CHURCH ST., SUITE 308 LAS CRUCES, NM 88001	505-523-2500 505-523-5600
RIO TECHNICAL SERVICES, INC. LINDY R. WALKER 4636 SW LOOP 820 SUITE 183 FT. WORTH., TX 76109	817-735-8264 817-735-8342
RSIS ZENI ZOLETA 1651 OLD MEDOW ROAD 5TH FLOOR MC LEAN, VA 22102	703-734-7800 703-734-7808
RULAND ASSOCIATES, INC., JAMES RULAND P.O. BOX 790 CHARLES TOWN,, WV 25414	304-728-6225 304-728-0136
SCITECH SERVICES, INC. LESLIE BARNETT 1311 CONTINENTAL DRIVE SUITE G, ABINGDON, MD 21009	410-671-7104 410-676-2304
SDC, INCORPORATED V.P. GILCHRIST 6703 ODYSSEY DRIVE, SUITE 103 HUNTSVILLE, AL 35806	205-971-0042 205-971-0047

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COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
SETA JOHN E. LEONARZ DIRECTOR, CONTRACTS 6862 ELM STREET MC LEAN, VA 22101	703-821-8178 703-821-8274
SHERIKON INC. SHARON ORCHARD 92 THOMAS JOHNSON DRIVE SUITE 130 FREDERICK, MD 21702	301-698-2686 301-698-9894
SMART TECHNOLOGY INC. CLIFTON JOHNSON SR 5510 CHEROKEE AVE SUITE 110 ALEXANDRIA, VA 22312	703-941-9080 703-941-9084
SSSI CORPORATION DANA GOODRICH 9891 BROKEN LAND PARKWAY SUITE 100 COLUMBIA, MD 21046	410-381-2342 410-381-2344
STATELLITE SERVICES DENNIS LA PORTE 309 S FRONT MARQUETTE, MI 49855	906-228-6492 906-226-3997
STG, INC. MAUREEN SCHREIBER 3702 PENDER DRIVE, SUITE 250 FAIRFAX, VA 22030	703-691-2480 703-691-3467
SYMTECH CORPORATION ROY AUSTIN 3089 TRACY BLVD #201 TRACY, CA 95376	209-836-4733 209-832-1154
SYSTEMS PLU, INC. CHERLY GINGRAS 1370 PICCARD DRIVE, SUITE 270 ROCKVILLE, MD 20850	301-948-4232 301-948-3918

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COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
SYTEL INC. PHILLIP C. SELZ 6430 ROCKLEDGE DRIVE SUITE 400 BETHESDA, MD 20817	301-530-1000 301-530-1032
TAM INC., CHARLES G. DAVIS 6411 IVY LANE, SUITE 502 GREENBELT, MD 20770	301-220-0010 301-220-0082
TECH SYSTEMS, INC MARSHALL L. SNEIDERMAN P O. BOX 50 CABIN JOHN, MD 20818	301-469-7762 301-469-6413
THE MIL CORPORATION LEE ANN 'OMALLEY OMINI PROFESSIONAL CENTER 4000 MITCHELLVILLE ROAD, SUITE 212 BOWIE, MD 20716	301-805-8500 301-805-8505
TRANSTECS CORPORATION GODWIN OPARA ENG. MGMT SERVICE P.O.BOX 781912 WICHITA, KS 67278	316-651-0389 NONE
UHD JOSEPH L. FORD JR., 20 WEST GUDE DRIVE, ROCKVILLE, MD 20850	301-340-8899 301-217-0131
USROBOTECH, INC SHAWNDA E. TAYLOR 305 N.E. LOOP 820, SUITE 602 HUSTON, TX 76053	817-284-9866 817-284-4922
WALL STREET NETWORK., INC. MARIE MAZELIS 100 WALL STREET NEW YORK, NY 10005	212-635-0100 212-635-0030

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SOLICITATION NUMBER: RS-IRM-97-195

COMPANY (Large Businesses are Identified with an Asterisk)	PHONE / FAX
WANG GOVERNMENT SERVICES INC. JAMES BRADY,M\S 1103 7900 WEST PARK DRIVE, MC LEAN, VA 22102	703-827-3948 703-827-6333
WILKINS SYSTEMS, INC. MICHEAL. A. SHAFFER 7112 WILLOWS AVE TAKOMA PARK, MD 20912	301-270-4501 301-270-2256
WPI INC., NOEL M. MUSSELMAN 250 HUNGERFORD DRIVE SUITE 109 ROCKVILLE, MD 20850	301-294-8811 301-309-6830
Z,INC. JOSEPH BROSS 8630 FENTON STREET SUITE 510 SILVER SPRING, MD 20910	301-585-3403 NONE
ZAI AMELEX SUZANNA SWENSON 829 BOONE BLVD SUITE 300 VIENNA, VA 22182	703-883-0506 703-883-0526

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS(15 CFR 700) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-IRM-97-195	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)
5. DATE ISSUED	6. REQUISITION/PURCHASE REQ. NO. IRM-97-195	
7. ISSUED BY CODE ATTN: RS-IRM-97-195 U.S. Nuclear Regulatory Commission Div. of Contracts & Prop. Mgmt. Contract Management Branch No. 3 Mailstop T-712 Washington, D.C. 20555	8. ADDRESS OFFER TO (If other than Item 7)	

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

SOLICITATION

9. Sealed offers for furnishing the services or supplies in the schedule are due at 3:30 PM, Washington, DC local time on JAN 12 1998. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in Item 7.

All hand-carried offers including those delivered by private delivery services (e.g. Federal Express and Airborne Express) must be delivered to the loading dock security station located at 11555 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T7-12. All offerors should allow extra time for internal mail distribution. 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.

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

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

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

10. FOR INFORMATION CALL:	A. NAME: Edna Knox-Davin	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 415-6577

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

FAR(48 CFR) 53.214(c)

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

SOLICITATION, OFFER AND AWARD
OFFER (CONTINUED)

15A. NAME AND ADDRESS OF OFFEROR	CODE _____ FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include Area Code)	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:
[ ] 10 U.S.C. 2304(c)[ ] [ ] 41 U.S.C. 253(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 CODE _____ U.S. Nuclear Regulatory Commission Division of Accounting & Finance GOV/COM Accounting Sec. - T9-E2 Washington, DC 20555

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

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

EXCEPTION TO STANDARD FORM 33 (REV.4-85) Prescribed by GSA FAR(48 CFR) 53.214(c)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Operation of NRC Data Centers

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide the necessary personnel and resources and other services necessary to assist the NRC in the analysis, review, maintenance and update of the NRC Data Centers Operations Manual, as well as the operation and management of those facilities in accordance with the NRC Data Center Operations Manual.

[End of Clause]

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

(a) The total estimated cost to the Government for full performance of this contract is ___*___, 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 ___*___.

[End of Clause]

*To be incorporated into any resultant contract

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 Purpose

The Contractor shall provide the necessary personnel, supervision, and resources to support the U.S. Nuclear Regulatory Commission's Data Centers operations.

C.1.2 Background

C.1.2.1 Definition/Acronyms

24 by 7	- 24 hours per day, 7 days per week
AD	- Advanced Design
ARMS	- Automated Records Management System
Availability	- The time the data center shall be available to users
CBT	- Computer Based Training
CCSS	- Computer & Communication Support Section
CM	- Configuration Management
COTR	- Contracting Officer Technical Representative
Coverage	- The time the Contractor shall be onsite covering the data center
NDCOM	- NRC's Data Center Operation Manual
ERDS	- Emergency Response Data System
NRC	- U.S. Nuclear Regulatory Commission
Nudocs	- Nuclear Document search and retrieval application
OEM	- Original Equipment Manufacturer
Operation	- The time the data center shall be up and available for use
OWFN	- One White Flint North
Project Manager	- Contractors on-site project manager
Project Officer	- Government's contract monitor and technical adviser
Task Manager	- Government's technical adviser on a special application
TWFN	- Two White Flint North

C.1.2.2 Data Center Description

The NRC operates three Data Centers located in Rockville, Maryland. Two of these Data Centers are at the White Flint North complex with the third Data Center at 40 West Gude Drive. Each Data Center has its own schedule for operation and coverage detailed elsewhere in the solicitation.

The primary Data Center is in Two White Flint North, 11545 Rockville Pike, Rockville, MD 20852. This center houses the NRC computers used to process the agency's administrative systems, such as Payroll and Personnel and the Emergency Response Data System. The TWFN Center also provides remote printing from the timesharing computing resources at the National Institutes of Health, Idaho National Engineering Laboratory, U.S. Department of Treasury and other facilities.

A contingent facility to the TWFN Data Center is in One White Flint North, 11555 Rockville Pike, Rockville, MD 20852. This center also serves as an output distribution location for the OWFN building. Monitoring of the equipment in this center is done remotely from the TWFN center and generally operates as a lights out center. This center is checked hourly when reports are delivered.

The Gude Data Center, at 40 West Gude Drive, Rockville, MD 20850, supports the NRC's Nudocs transaction processing application. During the first six months of this contract, the NRC plans to convert the transaction processing to a new platform. NRC anticipate's that this new platform will not require Operator support and will result in reduction in effort during the contract.

Throughout the life of this contract the NRC anticipates that the level of effort will be reduced due to the conversion of our current applications onto new platforms. The reduction in effort should level off by the year 2000. Any reduction in effort shall be accompanied by a supplemental agreement to this contract.

C.1.2.3 Hardware Description

NRC has the following types of computer hardware installed in the Data Centers: Data General (DG) MV/10000, MV/15000 and MV/60000; International Business Machine (IBM) 9370 and RS/6000; Hewlett Packard (HP) 9000, Digital Equipment Corporation (DEC) ALPHA and Sun SPARC machines. Other equipment used in these centers includes that which is typically associated with data centers, such as printers, tape drives (reels and cartridges), tape robotic systems, disk drives, bursters, folder/sealers, decollaters and Uninterruptable Power Supplies (UPS).

C.1.2.4 Software Description

The following operating systems shall be supported by the computer Operators: DG AOS/VS II; IBM VM/ESA and AIX; DEC VMS; Sun Solaris and HP-UX. Commercial software supported includes TCP/IP, XODIAC, DUMP3/LOAD3, DUMPII/LOADII, CLI, ORACLE, INFOS, SNA, CP, CMS, CICS, JES2, SYBACK, NETWARE and other

products that directly support operations and communications of the operating systems listed.

C.1.3 Scope of Work

C.1.3.1 Task #1 - Review/Update of the NRC Data Centers Operations Manual

The Contractor shall review the NRC's Data Center Operations Manual (NDCOM). Throughout the life of the contract, the Contractor shall recommend updates to the NDCOM to maximize the efficiency of the management, on-site operation, and maintenance of the Data Center to the NRC Project Officer. The Contractor shall implement the changes to the NDCOM under the scope of this contract upon written approval of the NRC Project Officer. Any modifications that change the level of effort shall be approved by the NRC Contracting Officer before implementation.

C.1.3.2 Task #2 - Implementation of Configuration Management Plan

The Contractor shall complete the implementation of the CCSS Configuration Management Plan. The development and implementation of the CM are being performed in four phases. The first two phases; definition of CCSS configuration management requirements and the implementation of the CM recommendation on the computer equipment maintained in the Data Center is expected to be completed by the incumbent Contractor. The final two phases implements the CM recommendations on the Network Infrastructure and on the Telecommunications Infrastructure.

The Contractor shall be responsible for maintaining the CM system. Updates shall be entered into the system within one working day of receipt to ensure a reliable database of NRC's infrastructure data.

The Contractor shall recommend updates to the CM plan to incorporate changes in the environment to the NRC Project Officer. The Contractor shall implement the changes to the CM under the scope of this contract upon written approval of the NRC Project Officer. Any modifications that change the level of effort shall be approved by the NRC Contracting Officer before implementation.

C.1.3.3 Task #3 - Operation of NRC Data Centers

C.1.3.3.1 Introduction

The Contractor shall be responsible for the day to day operation of all the NRC Data Centers. The operation of these centers shall be according to the NDCOM and the CM described in tasks one and two.

The operating and coverage requirements for the centers are;

One White Flint North Room: 2G3	Operation: Daily, 24 hours per day Coverage: Every hour on the hour Monday through Friday, 7:00 am to 5:00 pm.
Two White Flint North Rooms: 5B1,3,5,7,9,11, 13,15,17,19,21	Operation: Daily, 24 hours per day Coverage: Monday 6:00 am through Saturday 5:00 pm.
40 West Gude Drive Room: 130	Operation: Monday - Friday, 16½ hours per day Coverage: Monday - Friday, 6:30 am to 11:00 pm.

NRC has specialized applications that are run within these Data Centers. Each of these specialized applications requires a Task Manager. Task Managers work with the Project Officer and the Project Manager to plan for operational changes, review changes to the NDCOM, request execution of ad-hoc features and provide technical assistance. Task Managers also assist the Project Officer in verifying that all of the NDCOM procedures are being followed.

The following applications require Task Managers;

Emergency Response Data System: _____

Nuclear Document Application (NUDOCS): _____

Payroll/Personnel Application: _____

C.1.3.3.2 Staffing/Scheduling

C.1.3.3.2.1 Staffing and Scheduling During Routine Operations

The Contractor shall ensure that all Data Centers are in a constant state of readiness and are appropriately staffed for the work load requirements. At the beginning of each

shift, Operators shall review all open events and problem logs. At no time shall the Operator end his or her shift until the following shift Operator is on site.

Monthly work schedules shall be developed by the Contractor and submitted to the NRC Project Officer for review. The work schedule shall incorporate the coverage requirements for each center, cross training assignments and any planned vacations. TWFN and Gude Data Centers shall have at least one Operator on duty during all of the required hours of coverage. The Contractor may create flexible work schedules to optimize staffing. All schedules are subject to change according to NRC's processing requirements.

Hours of service and time allocated for shutdown, as established by the NRC-approved shift schedule, may vary at each Data Center. In no instance shall any Data Center services be unavailable due to lack of Operator support for more than 15 minutes per day of the NRC-approved shift schedule. Penalties to be assessed because of Operator unavailability are detailed in Section G.

When any of the computer equipment is moved to another location, the Contractor shall review the staffing requirements at all Data Centers to avoid duplication of effort and to ensure that all appropriate services will continue to be provided in all locations.

The Task Manager will provide any modifications to the Payroll processing schedule or procedure to the Project Manager when these needs are recognized. This schedule will show changes from normal processing requirements due to holidays, the timing of special processing, data entry schedule requiring the presence of the Operator, any anticipated nonstandard hours, etc.

C.1.3.3.2.2 Staffing During Emergencies and Extended Coverage

The Contractor shall provide an on-call ERDS qualified Operator 24 hours a day, 7 days a week. During events or exercises for which the NRC activates the ERDS system, the Contractor shall send the ERDS qualified Operator to the ERDS Data Center (Room T5B1 of the TWFN Data Center) within one hour. Under these conditions the Contractor shall provide continuous coverage 24 by 7 of the ERDS Center. During the event, the Operator shall: control system communications, ensure proper archival recording of data, enter ad hoc data in ERDS global memory, do regular operational functions to ensure that the system functions properly during the event and assist NRC response teams with ERDS use. The Operator shall load and replay archived data for post event analysis.

The Contractor shall provide on-call support outside the coverage schedule hours. If Contractor services are needed, the Project Officer or Task Manager will provide the designated on-call Contractor personnel a description of the work to be performed. The on-call personnel shall arrive at the appropriate Data Center within one hour after notification by the Project Officer. If the Contractor's designated personnel are unable to arrive at the NRC site within one hour, they shall notify the Project Officer and request approval for the delay. Penalties to be assessed because of designated personnel's unavailability are detailed in Section G.

Contractor personnel shall remain in the Data Center during pre-scheduled preventive maintenance, emergency maintenance and while any worker other than access-approved staff is doing any services in the Data Center. The Operator shall remain on-site while running specific hardware or a software test prescribed by Task Managers until the test is completed.

C.1.3.3.3 General Procedures

C.1.3.3.3.1 Shift Operations

Each shift of Operators shall have the knowledge and experience necessary to execute the procedures in NDCOM. If the Project Officer determines that the Operator(s) on a shift does not have the proper knowledge and experience, the Project Officer may penalize the Contractor as detailed in Section G.

The Government has a standard biweekly payroll processing schedule. The Task Manager shall provide any modifications to the payroll processing schedule to the Project Manager by the first day of the payroll processing cycle. This schedule shows changes from normal processing requirements due to holidays, the timing of special processing, any nonstandard hours anticipated, etc. The Contractor shall incorporate any modification to the payroll processing schedule into the monthly work schedule.

C.1.3.3.3.2 User Support Services

The Contractor shall assist users with job procedures and standards, resolution of operations related problems and delivery of Data Center products. When requested by the Project Officer or Task Managers, the Contractor shall attend meetings to assist in the development of implementation plans for proposed changes in the operations of applications.

C.1.3.3.3.3 Operator Maintenance

The Contractor shall do all Operator maintenance as specified by the manufacturers, such as the replacement of consumables and expendable supplies (replacement of printer bands, ribbons, toner, felt pads, brushes, etc.) at the intervals specified by the OEM. This maintenance includes the cleaning of tape heads and screens, adjusting printer paper paths and vacuuming printers.

The Government shall provide all supplies necessary to do Operator maintenance. The Contractor shall not perform any other maintenance on the equipment.

C.1.3.3.3.4 Supply Management

The Contractor shall provide the Project Officer a weekly report of supplies on hand versus expended and assist in establishing and maintaining reorder points. This list shall include all outstanding request for supplies. The supplies will be ordered by the Project Officer weekly.

C.1.3.3.3.5 Hardware, Software, and Environmental Problem Reports

In case of system failure (unanticipated crashes, shutdown due to emergencies, etc.), the Operators shall contact the Project Officer, Task Manager and supporting Contractors for the systems affected. The Operators shall inform the individuals called of the system problem, causes and estimated time of recovery, if known. The Operators shall assist the support Contractors with the problem resolution.

The Operators shall report all system hardware and software problems, air conditioner malfunctions, power supply failures and humidity control problems immediately to the Project Officer of the maintenance Contractor or designee. The Project Officer may require the Operator to place a service call with the maintenance Contractor. A list of the maintenance Contractors with the latest contract information is maintained in the NDCOM.

C.1.3.3.3.6 Log Book Maintenance

The Data Center maintains many different types of logs. The Contractor shall enter detailed information into the appropriate log on a timely basis. These logs are both simple check list of supply and an interactive operation management tracking system. The NDCOM provides a list of all logs maintained.

C.1.3.3.3.7 Data Center Security

The Contractor shall control access to each Data Center, admitting only those persons for whom access has been approved following the NDCOM.

It is the Contractor's duty to assure that all NRC records or data that the Contractor personnel may come into contact with is safeguarded. The Contractor shall not reveal any data to any source without prior written approval of the appropriate NRC Task Manager or NRC Project Officer. Adherence with special requirements for Foreign Nationals, according to NRC Management Directive Chapter 12.1, Part 2.C is the responsibility of the Contractor.

C.1.3.3.4 Specialized Application

C.1.3.3.4.1 ERDS Operations

Because of the vital role of ERDS in assisting response team personnel to fulfill the NRC emergency response mission, it is essential that an Operator be available for daily support activities, including 24 hour on-call support if there is equipment malfunction or NRC event response activation.

ERDS supports the NRC's ability to respond to events that take place at the nuclear facilities. Due to the critical nature of this system, the Contractor shall perform all routine operational tasks related to ERDS. These tasks shall include:

- Review system printouts twice daily.
- Test system and application software revisions.
- Arrange for Operations Center access to other ERDS project Contractors and maintenance personnel.
- Provide working level interface between the Operations Center and other ERDS Contractors to facilitate the smooth running of the ERDS.
- Enter routine changes to the ERDS Data Point Library (DPL), Plant Attribute Library (PAL) and the Plant Variable (PV) file.
- Maintain the ERDS unique system security features.
- Perform periodic operational tests as prescribed by the Office for Analysis and Evaluation of Operational Data (AEOD) to satisfy the requirements of the ERDS reliability demonstration. Submit a weekly report of the test results.
- Schedule and conduct tests of licensee ERDS links Tuesday through Thursday 8 am to 4 pm (Monday and Friday are reserved for retesting). This will include review of test results and follow up on identified problems.
- Assist plants by analyzing problems then recommending corrective actions.

- Maintain a quarterly testing log. This log ensures that all plants have been scheduled for testing and the date of each test. The log shall contain the name of the individual contacted at each facility, the date and time contacted and the scheduled date of their test.
- Label and retain backup tapes of real event data until all investigations are completed and data tapes are released for distribution or reuse.

C.1.3.3.4.2 Nudocs Operations

C.1.3.3.4.2.1 Nudocs/AD Operations (at TWFN)

Nudocs/AD is an interactive full text search and retrieval application. This application permits the NRC staff to search for letters and memos issued by the NRC and events dealing with any NRC licensed users of nuclear energy. This system is critical to the operation of the agency and must be updated daily with the latest records.

The Contractor shall monitor Nudocs/AD to maximize the availability of the application to the users. In the event there is a problem, the Contractor shall notify all the appropriate support staff. Notification procedures may be found in the NDCOM. Nudocs/AD is available to the user are from 7:00 am to 8:00 pm Monday through Friday.

Nightly the Contractor shall post the daily transactions, full text data (when necessary) and perform daily backups. The Contractor shall assist in the verification process by providing reports, record counts or other information to the support staff. Operations shall be responsible for the generation of schedule reports and tapes and facilitate the transmittal of these tape's offsite.

C.1.3.3.4.2.2 Nudocs/ARMS Operations (at Gude)

The Nudocs/ARMS application is used to collect all the transaction for the Nudocs/AD application. The Contractor shall facilitate the generation, schedule and logistics of the daily transfer of the transactions from the Gude Data Center to TWFN Data Center. The transfer of transactions will usually be performed electronically through the NRC network. When an electronic transfer is not possible, the Contractor shall supply a courier to bring the transaction tapes to the TWFN Data Center. Detailed procedures on the requirements of this data center are in the NDCOM.

C.1.3.3.4.3 Payroll/Personnel Operations

The Payroll/Personnel application provides a single application for the processing of all of the NRCs payroll and personnel records. The Contractor shall work with the Task Managers to facilitate the biweekly processing of this application. The Operators shall submit and monitor various jobs according to the processing schedule in the NDCOM. Because of the time sensitive nature of this application, reports shall be delivered to the Task Manager or authorized representative immediately upon completion. The Operator shall generate and provide to other Contractors tapes for various off site processing. These tapes shall be labeled and tracked in the tape management system.

C.1.3.3.5 Report Distribution

The Contractor shall separate and place reports in output storage bins. Any reports printed in the TWFN Data Center for distribution in the OWFN Data Center shall be distributed on the next hourly check of the OWFN Data Center. Sensitive reports shall be held in the TWFN Data Center until an authorized user requests the report. A list of authorized users is maintained in the NDCOM.

Every 15 minutes the printer status shall be reviewed for reports to distribute, paper jams, special reports requiring paper changes, reports held in print queues and other conditions that would prevent the timely distribution of users reports. When problems occur, the Contractor shall provide immediate attention to resolve the problem.

The time sensitive nature of the payroll and personnel reports require the Operator to separate and deliver these reports to an authorized user in the Payroll Section or the Office of Human Resources. The Operator shall secure the user initials confirming receipt on the check list of reports.

C.1.3.3.6 Tapes and Backups

C.1.3.3.6.1 General Tape Procedures

The Contractor shall ensure that all tapes are in a constant state of readiness. Only clean, certified scratch tapes shall be issued to users. The schedule for cleaning of tapes is maintained in the NDCOM. Any tapes not meeting the Governments minimum certification requirement shall be degaussed and discarded. A log shall be kept indicating the reason for all tapes discarded and a count of these tapes shall be provided to the Project Officer in the weekly report. No tapes may be discarded without Project Officer approval. The Government shall purchase replacement tapes when the Project Officer and Project Manager determine it is necessary.

Operators shall mount and dismount tapes as requested by users. Tapes shall be write protected (remove write rings or turn write protect tabs) until a user specifically request the ability to write to the tape. The Operator shall fill out the tape's label, if requested by the user, and charge the tape out to the user.

The Operators shall perform incremental and full backups of the Data Center as stated in the NDCOM. The Operators shall prepare the weekly backups for shipment to an offsite storage location.

The Operators shall facilitate the flow of tapes to and from other contract services and prepare all tape shipping forms.

C.1.3.3.6.2 Tape Verification

The Contractor shall assist the Project Officer in doing a semiannual verification of the tape logs. The Project Officer shall randomly select tapes to verify the information in the tape management system, the current location of the tape and to check for the removal of the write ring. If the tape is offsite, the Contractor shall verify that all forms are filled out properly.

Annually the Contractor shall perform a complete inventory verifying all tape locations and records in the tape management system. The Contractor shall create a detailed report showing the number of tapes found and not found in the proper location, the tapes missing and any past records suggesting the possible location of the missing tapes.

C.1.3.3.6.3 Payroll Tapes

The Contractor shall work with the Payroll section in the generation of the biweekly payroll tapes. These tapes are generated by different payroll processing steps that create tapes sent to other Government agencies. All tapes are to be labeled by the Operators and provided to the proper courier for transfer to these sites.

The Contractor shall backup the Payroll system following the Operations Manual and the pay period schedule. Unusual conditions may occur, such as high volume of data entry or equipment problems, which may require more frequent backups.

C.1.3.3.7 Troubleshooting and Recovery Techniques

C.1.3.3.7.1 Problem Determination

The Contractor shall determine, in cases where problems occur in the computer run, whether the problem is a result of improper data, incorrect processing sequence, or a computer malfunction in the hardware or software. If the problem is one that the Operators cannot or should not handle, then the proper support staff shall be contacted for assistance.

C.1.3.3.7.2 Recovery Techniques

The Contractor shall determine necessary recovery techniques to be used to restore files or tapes back to the correct status before rerunning procedures to prevent errors of duplication or excessive rerun costs.

C.1.3.4 Task #4 - Cleaning of the computer equipment

The Contractor shall perform scheduled cleanings of the computer equipment and communications racks in all three data centers. The scheduled cleanings shall be performed semiannually. All cleaning shall be schedule on Sunday's and be coordinated with the users of the systems to create the least amount of impact to the users and operation of the facility will be noticed.

Only OEM certified cleaners and supplies shall be used by the Contractor. The Contractor shall provide copies of the OEM certification information on all cleaners used in response to the Statement of Work.

The Contractor shall have a minimum of five years experience in the cleaning of computer equipment. The Contractor shall carry liability insurance to protect against damage to any of the equipment.

Cleaning shall be limited to the computer equipment, communications racks and air handlers in the computer facility. Raised floors and areas under the raised floor shall be cleaned by others. The cleaning shall at a minimum include the following;

- The exterior of all computers and computer related devices (such as printers, tape drives, disk drives, consoles, keyboards, bursters, de-collators, plotters, data communication racks, etc.) shall be cleaned. All removable covers shall be temporarily removed from the equipment for cleaning and replace after cleaning

is complete. The Operators shall provide assistance in identifying the covers that can be remove and how to remove them.

- Cleaning shall remove all marks, dirt, tape gum, glue and magic marker lines and dust.

- An anti-static preservative shall be applied to the exterior of all equipment cleaned.

- At no time shall any hardware be moved and no cable shall be disturbed.

C.1.4 Personnel Requirements

The Contractor shall have the knowledge and experience to execute and understand the instructions provided in the NDCOM. For each required shift, the Operators shall collectively have thorough knowledge and experience with all the software listed in C.1.2.4.

The Contractor shall provide additional qualified personnel who are available to work nonstandard hours including evenings, weekends, and holidays as needed by the NRC. Except during emergencies, the Government will give the Contractor eight hours advance notice when additional staffing for evening, weekend, or holiday work would be required. Under normal circumstances, Operator support will not be required for Federal holidays. The Contractor shall provide at least one on-call Operator familiar with the ERDS system 24 by 7 including federal holidays.

The Government has estimated that the total professional and clerical staff hours per year of this contract are; 19,540 base year and 17,750 for each of the remaining years. Saturday hours are considered part of the normal shift hours and are not considered work outside regular working hours. It is estimated that 150 hours of on-call work outside regular working schedule may be required for each of the five years of this contract (total of 750 hours). Work outside regular working hours shall not be performed unless approved in advance by the NRC Project Officer or designee according to the Overtime Article of Section I. The hourly charge for such work shall include travel costs to and from the site. Charges shall be computed to the nearest one-half hour.

The following positions are key personnel; Project Manager, Senior Lead Computer Operator and three Lead Operators. At the end of the two-week transition period, each shift of Operators shall be able to operate and maintain the ERDS, Payroll/Personnel and Nudocs applications. A lead Operator shall be dedicated to each specialized

system during the transition period and shall be the primary source for Operator assistance once the transition period is over.

C.1.4.1 Position Description (Key Personnel)

C.1.4.1.1 Project Manager

Experience Requirements

- Seven years of the last ten of progressive ADP experience in computer operations or computer facilities management.
- Two years of the last five in supervising computer operations or computer facilities management projects, including the supervision of at least 10 persons in separate locations.
- Two years experience in the operation of DG AOS/VS II, IBM VM/ESA, DEC VMS and/or UNIX operating systems.
- Demonstrated experience in production control of payroll or personnel type applications.

Education and Other Requirements

- Shall be a high school graduate or equivalent with at least four years of general college studies or two years of college studies in the computer science field or formal training from a trade school in computer operations or business management. No substitution of education for experience is permitted.
- Shall be familiar with Government contracting and project management practices.

C.1.4.1.2 Senior Lead Computer Operator

Experience Requirements

- Five years experience in operating mini and/or large scale computer systems.
- Three years experience in the operation of all of the following operating systems; DG AOS/VS II, IBM VM/ESA, DEC VMS and UNIX. No fewer than six months experience in any operating systems is considered acceptable.
- Demonstrated experience in running production control applications such as payroll or personnel type applications.
- Demonstrated ability to train other Operators in the system specific procedures.
- Demonstrated experience in operations management and the supervision of computer Operators in absence of the project manager.

Education and Other Requirements

Shall be a high school graduate or equivalent with at least two years of general college studies or one year of college studies in the computer science field or formal training from a trade school in computer operations or business management. Directly related formal education or training may be substituted based on one month of education/training for one month of experience not to exceed 12 months. No further substitution of education for experience is permitted.

C.1.4.1.3 Lead Computer Operator

Experience Requirements

- Three years experience in operating mini and/or large scale computer systems.
- Two years experience in the operation of DG AOS/VS II, IBM VM/ESA, DEC VMS and/or UNIX operating systems. At least one year's experience is required within one of these operating systems.
- Demonstrated experience in running production control applications such as payroll or personnel type applications.
- Demonstrated ability to train other Operators in the system specific procedures.

Education and Other Requirements

Must be a high school graduate or equivalent. Directly related formal education or training may be substituted based on one month of education/training for one month of experience not to exceed 12 months. No further substitution of education for experience is permitted.

C.1.4.2 Other Positions

NRC anticipates the following positions shall be needed to complete this contract. Other personnel may be recommended that are not on the list. None of these positions are considered key personnel.

Technical Writer
Systems Analyst
Computer Operator

Tape Librarian
Data Entry Clerk
Computer Cleaner

C.1.4.3 Training

The Contractor shall provide Operators for each shift with the collective knowledge and experience to support all Operating Systems and Commercial software listed in section C.1.2.4. Computer Based Training (CBT) may be used for cross training of Operators at Contractor expense. The Government shall provide the computer resources necessary during non-peak work loads for the CBT. The Government shall not provide overtime for the purposes of training.

Training for the Operators in NRC specific applications shall be provided by the incumbent Contractor during a two-week transition period. At the end of this training, the Operators shall have the knowledge and experience necessary to execute the NDCOM. The Contractor shall provide training in the NRC specific applications for a two week transition period at the end of this contract.

In the event the Government adds new or upgrades any hardware or software on the contract, the Project Officers may require the Contractor to send Operators offsite for training. The Government shall reimburse the Contractors expenses including transportation, hotel, food and course cost up to the Government per diem rate. If the hardware or software requires additional staffing, the Contractor shall be required to hire properly trained Operators and no training shall be provided by the Government.

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.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984

[End of Clause]

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.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER Alternate I (APR 1984)	AUG 1989

[End of Clause]

F.2 2052.212-72 FINANCIAL STATUS REPORT (DEC 1995)

The contractor shall provide a monthly Financial Status Report to the project officer and the contracting officer. Also, whenever the report reference the acquisition of, or changes in status of, property valued at the time of purchase at $50,000 or more, send a copy of the report to the Chief, Property Management Branch, Division of Facilities and Property Management , Office of Administration. The report is due within 15 calandar days after the end of the report period and shall identify the title of the project, the contract number, job code, project manager and/or principal investigator, the contract period or 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.

F.2 (Continued)

(h) Contractor Spending Plan (CSP) status:

(1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

(2) Indicate if there has been a significant change 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.

(3) 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.

(i) Property status:

(1) List property acquired for the project during the month with an acquisition cost of $500 or more and less than $50,000. Give the item number for the specific piece of equipment.

(2) List 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 fiancial status report provide a cumulative listing of property with an acquisition cost of $50,000 or more ($5,000 or more if purchased prior to October 1, 1995) showing the above information.

(4) In the final monthly 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

F.2 (Continued)

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 end dates for each trip, the starting point and destination, and the traveler(s) for each trip.

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).

[End of Clause]

F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

(a) Project Officer (1 copies)

___*___

(b) Contracting Officer (1 copy)

[End of Clause]

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

This contract shall commence on ___*___ and will expire on ___*___. The term of this contract may be extended at the option of the Government for an additional 2 years.

[End of Clause]

F.5 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

F.5 (Continued)

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 subcontractors 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.

[End of Clause]

F.6 REPORTS AND DOCUMENTATION

The Contractor shall deliver the following plans, reports and documentation to the NRC Project Officer in accordance with the schedule set forth below;

1. Project Management Plan. This plan shall include procedures to provide staffing and project management in the event of vacation, sick leave, resignation and emergencies. The plan shall also include training procedures to ensure that contractor personnel become experts in all operational functions and knowledgeable of updates to the NRC hardware and software. The schedule for all of the required cleanings shall be included in the plan. Two hard copies of this plan shall be submitted to the NRC Project Officer five working days after contract award.

2. Daily NUDOCS Log Sheets. The nightly NUDOCS processing log sheet shall be provided on a daily basis to the NRC Task Manager responsible for the NUDOCS application.

3. Weekly Status Report. This report shall detail weekly supply or inventory replenishment requirements. It shall also include a copy of the daily review logs detailing system and environmental failures or problems and their resolutions. One copy of this report shall be electronically submitted to the NRC Project Officer by Monday, close of business of the next week (the next work day if Monday is a Holiday).

4. Monthly Status Report. This report shall summarize the

F.6 (Continued)

problems that occurred in the previous month, the percentage of system availability, detail latent supply and inventory problems and list the changes made to the facility. Three hard copies of this report shall be submitted to the NRC Project Officer by the fifth working day of the new month.

5. Monthly Work Schedules Report. This report shall provide detailed staffing information for the next month. At a minimum, it will include the time of each shift, who will be on duty during the shift, the planned lunch breaks, changes due to planned leave by the operators, and the name of the ERDS on-call operator. One copy of this report shall be electronically delivered to the NRC Project Officer 10 days prior to the start of the next month.

6. Computer Operations Documentation. This document shall show the proposed changes to the operations of the computer facility. This document shall be provided to the NRC Project Officer in a format compatible to Word Perfect 6.1 for A hard copy of this document shall be provided for review and approval. Once approved, this document shall be reviewed by all operators and a log sheet shall be signed by each that they have read and understand the changes in the documentation.

7. Configuration Documentation. This document shall include information about the NRC's data center, such as operations documentations, drawings of the data center, equipment location, equipment electrical, plug and weight requirements, supply levels and reorder points, changes planned for the equipment and system software. This documentation shall be maintained as a baseline of the facility. At a minimum, the Contractor shall reconcile the changes to the facility and create a new baseline twice a year. This document shall be maintained on the NRC's LAN using Word Perfect version 6.1. Whenever a new baseline is created, one copy shall be maintained in the TWFN documentation room and a second copy shall be provided to the NRC Project Officer.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY (JAN 1993)

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

Name: ___*___

Address: ___*___

Telephone Number: ___*___

(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, 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 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

G.1 (Continued)

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.

(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 there to is subject to FAR 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.

G.1 (Continued)

(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.

[End of Clause]

*To be incorporated into any resultant contract

G.2 NRCAR 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:

*

(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.

[End of Clause]

*To be incorporated into any resultant contract

G.3 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. 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."

G.3 (Continued)

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. 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. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will 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, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]

G.4 LIQUIDATED DAMAGES

A. If Contractor fails to strictly adhere to his NRC-approved shift schedule for coverage during normal hours of system operation and for on-call support causes NRC to not be able to perform the mission of the agency, the Contractor's invoices shall be reduced by the amount of $131 per hour. This rate reflects the FY 1997 standard charge for professional services as published in the Federal Register, Rules and Regulations, Volume 62, Page No. 29194, dated July 28, 1997.

This rate is subject to change based upon the FY 1998 standard charge for professional services as published in the Federal Register during the first quarter of the fiscal year.

B. Dates and times that the Contractor personnel were absent shall be verified by the NRC Project Officer using the Systems Operator log times, and by the NRC Project Officer's independent verification and report to the contractor's PM.

C. Nothing in this contract shall be construed to abrogate the performance requirements of this contract or to delay in performing any duties or responsibilities under this contract. Failure to furnish personnel and services in

G.4 (Continued)

accordance with the Statement of Work is a default and subjects the contractor to the Termination provision of this contract (Contract clause 52.249-6 Termination - Cost Reimbursement, May 1986). All remedies stated in this contract are cumulative.

D. The Contractor's invoices shall not be reduced when delays in performance arise out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination clause cited above.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 2052.204-70 SECURITY

(a) Security/Classification Requirements Forms. The attached NRC Form 187 (See Section j for List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided this contract, the contractor shall, upon completion or of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under contract, the contractor may be furnished, or may develop or acquire proprietary data (trade secrets) or confidential or privileged technical, business or financial information, including Commission plans, policies, reports, financial plans, internal protected by the Privacy Act of 1974 (Pub L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate,

H.1 (Continued)

disseminate, or disclose the information in whole or in part to other person or organization except as may be necessary to perform type work under this contract. The contractor agrees to return information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Security and the Contracting Officer. These changes will be under the authority of the changes clause.

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12356 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, mean all data concerning: (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Restricted Data, as used in this clause, means all data removed from the Restricted Data category under section 142-d of the Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular or category of classified information to which access required. The contractor also execute a Standard Form 312, Classified information Nondisclosure, when access to classified information is required.

(i) Criminal liabilities. It is understood that disclosure National Security Information, Restricted Data, and Formerly Restricted Data, relating to the work or services ordered to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United

H.1 (Continued)

States. (See the Atomic energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)

(j) Subcontractors and purchase orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under his contract.

(k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

PROCESSING SERVICES

The proposer/contractor must identify all individuals and propose the level of ADP approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of ADP approval required for all individuals working under this contract.

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.

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).

H.1 (Continued)

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 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

and data until a final determination is made of his/her under the provisions of MD 12.3, Exhibit 11. Any questions regarding the individual's eligibility for IT Level I approval be resolved in accordance with the due process procedures set 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 Section J for 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 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 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 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

H.1 (Continued)

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 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 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 and data until a final determination is made of his/her 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 Section J for 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 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

H.1 (Continued)

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 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.2 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (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.

[End of Clause]

H.3 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

H.3 (Continued)

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

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

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

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

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

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

H.3 (Continued)

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

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

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the government.

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

H.3 (Continued)

the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

H.3 (Continued)

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited), which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

H.4 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

*

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 or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval 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.

[End of Clause]

*To be incorporated into any resultant contract

H.5 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

H.6 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).

[End of Clause]

H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

[End of Clause]

H.8 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

[End of Clause]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	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
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1996
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	AUG 1996
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1995
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	OCT 1995
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	MAR 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1996
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 1997
52.216-8	FIXED FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUL 1996
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996

I.1 (Continued)

NUMBER	TITLE	DATE
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1997
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAR 1997
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASING REPORTING	OCT 1996
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES Alternate I (DEC 1991)	OCT 1995
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
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

I.1 (Continued)

NUMBER	TITLE	DATE
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT Alternate I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)	FEB 1997
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	MAR 1989
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

[End of Clause]

I.3 **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $8,000.00 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory

I.3 (Continued)

procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

[End of Clause]

I.4 **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.

I.4 (Continued)

Employee class	Monetary Wage-Fringe Benefits
Project Manager	$32.00
Senior Lead Computer Operator	$21.25
Lead Operators	$17.35
Computer Operator	$15.05
Tape Librarian	$10.80
Technical Writer	$35.00
Clerical	$19.35

[End of Clause]

I.5 52.216-21 REQUIREMENTS (OCT 1995)

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

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

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be

I.5 (Continued)

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 .

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
01	Billing Instructions
02	NRC Contractor Organizational Conflicts of Interest
03	Standard Form 1411 with Instructions
04	Contractor Spending Plan (CSP) Instructions
05	NRC Form 187 - Security/Classification Requirements
06	Wage Determination - To be added to the resultant contract.
07	Payment Information Form SF 3381 - ACH Vendor Payment System
08	Procedures for Resolving NRC Contractor Differing Professional Views
09	Relevant Experience And Past Performance Questionnaire

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or

K.1 (Continued)

amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

[End of Provision]

K.2 52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation 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.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, 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) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

K.2 (Continued)

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of a Federal, state, or local government;

[ ] Other. State basis._____

(d) Corporate Status.

[ ] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

[ ] Other corporate entity;

[ ] Not a corporate entity:

[ ] Sole proprietorship

[ ] Partnership

[ ] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) 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 _____

[End of Provision]

K.3 **52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)**

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and

K.3 (Continued)

address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) 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 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.

(d) 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.dbisna.com/dbis/customer /custlist.htm. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

(End of Provision)

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 three-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

K.4 (Continued)

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 three-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

K.4 (Continued)

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.

[End of Provision]

K.5 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as [ ] a corporation incorporated under the laws of the State of _____, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____ (country).

[End of Provision]

K.6 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

_____

_____

_____

_____

[End of Provision]

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)

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

(2) The small business size standard is no more than $18.0 million average annual receipts for an offeror's preceeding 3 fiscal years.

(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 offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [ ] is, [ ] is not a small disadvantaged business concern.

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

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"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.

K.7 (Continued)

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"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 or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 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 a fine, imprisonment, or both;

K.7 (Continued)

(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.

[End of Provision]

K.8 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be

K.8 (Continued)

submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

[End of Provision]

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either 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.

[End of Provision]

K.10 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.

[End of Provision]

K.11 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;

K.11 (Continued)

(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.

[End of Provision]

K.12 NRCAR 2052.209-70 QUALIFICATIONS OF CONTRACT EMPLOYEES (JAN 1993)

The offeror hereby certifies by submission of this offer that all representations made regarding its employees, proposed subcontractor personnel, and consultants are accurate.

[End of Provision]

K.13 NRCAR 2052.209-71 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (JAN 1993)

(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) The offeror hereby certifies that 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.

[End of Provision]

K.14 NRCAR 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION) (JAN 1993)

I represent to the best of my knowledge and belief that:

The award to _____ of a contract or the modification of an existing contract

/ / does

/ / does not

involve situations or relationships of the type set forth in 48 CFR 2009.570- 3(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in 48 CFR 2009.570-3(b) are involved, or the contracting officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken:

(1) Impose appropriate conditions which avoid such conflicts,

(2) Disqualify the offeror, or

(3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 48 CFR 2009-570-9.

(b) The refusal to provide the representation required by 48 CFR 2009.570-4(b), or upon request of the contracting officer, the facts required by 48 CFR 2009.570-3(b), must result in disqualification of the offeror for award.

[End of Provision]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	MAR 1997
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	JUN 1997
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	MAY 1997
52.215-16	CONTRACT AWARD	OCT 1995
52.215-30	FACILITIES CAPITAL COST OF MONEY	SEP 1987
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

[End of Provision]

L.2 52.215-41 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (JAN 1997) ALTERNATE I (OCT 1995)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation

L.2 (Continued)

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

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

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

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

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

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost

L.2 (Continued)

or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in the following format:

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.804-4.

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

The Government contemplates award of a cost-plus-fixed-fee contract resulting from this solicitation.

[End of Provision]

L.4 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:

U.S. Nuclear Regulatory Commission
Division of Contracts and
Contract Management Branch 3
Property Management
Washington, DC 20555

Hand carried address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Management Branch 3
11545 Rockville Pike
Rockville, MD 20852-2738

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

[End of Provision]

L.5 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

[End of Provision]

L.6 NRCAR 2052.215-74 TIMELY RECEIPT OF PROPOSALS (JAN 1993)

Because NRC is a secure facility with perimeter access control, offerors shall allow additional time for hand delivery (including express mail and delivery services) of proposals to ensure that they are timely received in the depository at the address shown in Item 9 on the Standard Form 33.

[End of Provision]

L.7 NRCAR 2052.215-75 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (JAN 1993)

(a) All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection for unrestricted awards may not be made until a contract has been awarded. Pursuant to requirements of FAR 15.1001(b)(2), preliminary notification will be provided before the award for small business set-aside procurements on negotiated procurements.

(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;

L.7 (Continued)

(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.

[End of Provision]

L.8 NRCAR 2052.215-76 DISPOSITION OF PROPOSALS

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 proposal, all other copies will be destroyed. This request should appear in a cover letter accompanying the proposal.

[End of Provision]

L.9 2052.215-77 PROPOSAL PRESENTATION AND FORMAT (DEC 1995)

(a) Proposals must be typed, printed, or reproduced on letter-size paper and each copy must be legible.

(b) Proposals in response to this Request for Proposal must be submitted in the following three (3) separate and distinct parts:

(1) Two (2) orginial signed copies of this solicitation package. All applicable sections must be completed by the offeror.

(2) One (1) original and 4 copies of the "Cost Proposal."

(3) One (1) original and 4 copies of the "Technical and Management Proposal."

(c) Correctness of the proposal. Caution--offerors are hereby notified that all information provided in its proposals, including all resumes, must be accurate, thruthful, 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

L.9 (Continued)

of copies of transcripts, diplomas, licenses, etc.

(d) Cost proposal.

(1) The offeror shall use Standard Form 1411, Contract Pricing Proposal Cover Sheet, in submitting the Cost Proposal. A copy of the form and instructions are attached to this solicitation. The information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicted. The Cost Proposal must be submitted separately from the Technical and Management Proposal.

(2) 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.

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

(4) The offeror's proposal shall include a description and estimated acquisition/fabrication cost of property required for performance that has a proposed acquisition/fabrication cost of $500 or more.

(5) If government furnished property will be provided under performance of the resulting contract or if contractor acquired property is proposed for performance of this effort, the proposal shall provide the following information about the offeror's inventory system:

(a) whether another U.S. Government agency has approved the inventory system

(b) the date of such approval

(c) a contact point with telephone number and address for the approving agency

If the inventory system has not been approved by another government agency, the offeror shall provide a description of their inventory system for review and approval by the Nuclear Regulatory Commission.

(e). TECHNICAL AND MANAGEMENT PROPOSAL

L.9 (Continued)

The Technical and Management Proposal shall not contain any reference to cost. Resource information such as data concerning labor hours and categories, materials, subcontracts, travel, computer time, etc., shall be included in the Technical and Management Proposal so that the Offeror's understanding of the scope of work may be evaluated.

The Offeror shall submit with the Technical and Management Proposal, 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.

Statements which paraphrase the Statement of Work without communicating the specific innovation 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.

The Technical and Management Proposal shall set forth as a minimum, the following:

1. PAST PERFORMANCE

The offerors shall provide the NRC with the attached questionnaire filled out by three companies where they have performed equivalent work. The NRC reserves the right to contact any of these companies that fill out the questionnaire to validate the responses in the questionnaire. The contacts name and phone number shall be provided for the questionnaire to be acceptable.

2. DEMONSTRATED UNDERSTANDING OF THE SCOPE OF WORK

Demonstrate a sound approach and comprehensive implementation plan to meet the daily operational support tasks outlined in the Statement of Work. Show potential problem areas and the approach to be taken to resolve said areas. State any interpretations, requirements, or assumptions in the Statement of Work.

3. PERSONNEL QUALIFICATIONS/EXPERIENCE

Include resumes for all personnel to be utilized in the performance of any resulting contract. At a minimum, the resumes should include:

o Training and education related to the tasks delineated in the Statement of work. Include all technical or trade

L.9 (Continued)

schools, military training and commercial training programs.

o Previous work experience related to operations of mainframe and mini computers.

o Information provided shall be detailed enough to demonstrate that the proposed personnel have the depth and relevancy of experience to meet the NRCs requirements as set forth in the Statement of Work.

4. MANAGEMENT APPROACH

a. Demonstrate a sound management approach to implementing the contract. This shall include:

i. A description of the Offeror's proposed management techniques to oversee the administration of the Contract.

ii. Procedures to provide on-going and backup support to avoid system interruptions. As a minimum this procedure description should include the designated point of contact both principle and backup (if applicable), and the maximum time backup personnel can be available from the time the Contract is notified of the need for a backup person by the NRC Project Officer.

iii. The Offeror's training plan to keep personnel up-to-date with the new features of the hardware/software listed in the Statement of Work. State any assumptions, interpretations, and requirements involved in this training plan.

[End of Provision]

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

The NRC's estimate of the total effort for this project is approximately 8.6 professional and 0.1 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.

[End of Provision]

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

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

L.11 (Continued)

(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 person 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.

[End of Provision]

L.12 ACCEPTANCE PERIOD (MAR 1987)

Because of the time required by the Government to evaluate proposals and make an award, offerors are instructed to specify on the SF-33 a proposal acceptance period of not less than 120 days days.

[End of Provision]

L.13 ESTIMATED DURATION (JUN 1988)

The duration of the contract is estimated to be 3 years. (See section F for any option periods)

[End of Provision]

L.14 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. If for good reason the offeror is unable to participate in the ACH/Vendor Express program, it should be notated in the offeror's proposal and it will be discussed during the negotiation process. If item 15C. of the Standard Form 33 has been checked, enter the remittance address should agreement to an alternate method of payment ensue.

L.14 (Continued)

Name: _____

Address: _____

_____

[End of Provision]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

[End of Provision]

M.2 NRCAR 2052.215.84 CONTRACT AWARD AND EVALUATION OF PROPOSALS - TECHNICAL MERIT MORE IMPORTANT THAN COST (JAN 1993)

(a) By use of numerical and narrative scoring techniques, proposals are evaluated against the evaluation factors specified in paragraph M.3 below. These factors are listed in their relative order of importance. Award is made to the offeror:

(1) Whose proposal is technically acceptable;

(2) Whose technical/cost relationship is most advantageous to the Government; and

(3) Who is considered to be responsible within the meaning of Federal Acquisition Regulation Part 9.1.

(b) Although cost is a factor in the evaluation of proposals, technical merit in the evaluation criteria set forth below is a more significant factor in the selection of a contractor. Further, to be selected for an award, the proposed cost must be realistic and reasonable.

(c) The Government may:

(1) Reject any or all offers if the action is in the public interest;

(2) Accept other than the lowest offer; and

(3) Waive informalities and minor irregularities in offers

M.2 (Continued)

received.

(d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoints.

(e) 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.

(f) In making the above determination, an analysis is performed by the Government that takes into consideration the results of the technical evaluation and cost analysis.

[End of Provision]

M.3 EVALUATION CRITERIA (MAR 1987)

		Weights Based on 100 points
1.	PAST PERFORMANCE	30
2.	DEMONSTRATED UNDERSTANDING OF THE SCOPE OF WORK	30
3.	PERSONNEL QUALIFICATIONS/EXPERIENCE	30

The offerors proposed personnel qualifications and experience as it relates to the operation of Data General AOS/VS II, IBM VM/ESA, DEC VMS operating systems and knowledge operation of NRC critical systems such as Nuclear Documents, Payroll and Emergency Response Data Systems as referenced in Section C.

4.	MANAGEMENT APPROACH	10

The offerors proposed management approach to provide on-going and back-up support. The offerors approach to providing continuing education and training to personnel under this contract will also be evaluated.

[End of Provision]