

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. NRC-04-80-180		2. EFFECTIVE DATE SEP 3 1980		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RES-80-180 dated 11/26/79		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1, RATING:	
5. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555				6. ADMINISTERED BY (If other than block 5)		7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See below)	
8. CONTRACTOR NAME AND ADDRESS Battelle Memorial Institute Columbus Laboratories 505 King Avenue Columbus, OH 43201				9. DISCOUNT FOR PROMPT PAYMENT NET		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12	

11. SHIP TO/MARK FOR U. S. Nuclear Regulatory Commission Office of Nuclear Regulatory Research ATTN: William Lahn Washington, DC 20555		12. PAYMENT WILL BE MADE BY U. S. Nuclear Regulatory Commission Office of the Controller Washington, DC 20555	
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13. THIS PROCUREMENT WAS  ADVERTISED,  NEGOTIATED, PURSUANT TO:  10 U.S.C. 2304 (a)  41 U.S.C. 252 (c)(10)

14. ACCOUNTING AND APPROPRIATION DATA  
B&R NO. 60193101 FIN NO. B6710 \*Estimated Amount \$305,000.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>AWARD OF A COST PLUS FIXED FEE CONTRACT AS THE RESULT OF A COMPETITIVE PROCUREMENT (RFP RS-RES-80-180) FOR A RESEARCH STUDY ENTITLED: "SOURCE TERM CHARACTERIZATION RESULTING FROM EXPLOSIVELY CAUSED, SECONDARY VIOLATIONS OF SPENT FUEL SHIPPING CASKS"</p> <p>PERIOD OF PERFORMANCE: 15 MONTHS FROM EFFECTIVE DATE OF CONTRACT</p> <p>*INCREMENTAL FUNDING OF \$305,000.00 PROVIDED BY THIS ACTION. REMAINING \$179,620.00 TO BE PROVIDED IN FY-81 SUBJECT TO THE AVAILABILITY OF FUNDS.</p>				

21. ESTIMATED TOTAL AMOUNT OF CONTRACT \$ 484,620.00  
CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certification, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	26. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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23. NAME OF CONTRACTOR BY Frank J. Lahn (Signature of person authorized to sign)	27. UNITED STATES OF AMERICA BY Kellogg V. Morton (Signature of Contracting Officer)
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24. NAME AND TITLE OF SIGNER CONTRACTING OFFICER	25. DATE SIGNED SEP 03 1980	28. NAME OF CONTRACTING OFFICER (Type or print) Kellogg V. Morton	29. DATE SIGNED 8-19-80
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ARTICLE II - PERIOD OF PERFORMANCE, is revised to read:

The performance of work described in ARTICLE I hereof shall commence as of the effective date of this contract and shall continue to completion thereof, estimated to occur within 15 months after said contract is effective.

ARTICLE III - CONSIDERATION AND PAYMENT, Paragraph A, is revised to read:

A. Estimated Cost, Fixed Fee and Obligation

*Proprietary  
information*

ARTICLE V - INCENTIVE SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS is deleted in its entirety.

Under ARTICLE VII - KEY PERSONNEL, the following names are added:

Dr. B. Dale Trott  
Miss Audeen Walters

Under ARTICLE VIII - TECHNICAL DIRECTION AND AUTHORIZED REPRESENTATIVE insert the following name:

William Lahs, RES

Under ARTICLE IX - TRAVEL REIMBURSEMENT, the solicitation Article is deleted and replaced by the following:

"ARTICLE IX - TRAVEL REIMBURSEMENT

The contractor will be reimbursed for the following reasonable domestic travel incurred directly and specifically in the performance of this

contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed \$35.00. The per diem amount is comprised of lodging expense plus \$16.00 for meals and miscellaneous expense.
2. When travel is to one of the high-rate geographical areas listed below, actual subsistence costs shall be reimbursed at a daily rate not to exceed the rates indicated:

Washington, D.C.	\$50.00
Albuquerque, NM	\$49.00
Atlanta, GA	\$50.00
Pittsburgh, PA	\$50.00
3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required for common carrier transportation, lodging, and miscellaneous items in excess of \$15.00.
7. If foreign travel is required in the performance of this contract, General Provision Clause 3.5, "Preference for U. S. Flag Air Carriers," applies.
8. All foreign travel must be approved in advance by the Commission on NRC Form 445.

Additional guidance is furnished by FPR 1-1.323.3."

ARTICLE X - GENERAL PROVISIONS/ALTERATIONS is replaced by the following:

ARTICLE X - GENERAL PROVISIONS/ALTERATIONS

This contract is subject to the attached provisions of Appendix A, General Provisions, entitled "Cost Type Research and Development Contracts With Commercial Organizations," dated 2/6/80.

NOTE: AVAILABILITY OF TEXT OF CLAUSES - The complete text of clauses, incorporated by reference, is available, for a nominal fee, in the publication entitled "Code of Federal Regulations - 41 CFR 1-1.000, Chapter 1 to 2, Federal Procurement Regulations (Chapter 1)" which may be obtained from the Superintendent of Documents, U. S. Government Printing Office, Washington, D.C. 20402. Copies of the complete text of specific clauses are available from the Nuclear Regulatory Commission, Division of Contracts, Washington, D.C. 20555 and will be furnished upon request.

Provisions deleted in their entirety:

Provision 1.8, "Payment of Interest on Contractors' Claims"

Provisions deleted and superseded by the following:

<u>Provision No.</u>	<u>FPR Reference</u>	<u>Title</u>	<u>Date</u>
1.1	1-7.402-1	"Definitions"	Aug 4, 1975
1.10	1-7.102.12	"Disputes"	Feb 5, 1980
1.13	1-7.103-3	"Examination of Records by Comptroller General"	Sep 25, 1975
3.5	1-1.323-2	"Preference for U.S. Flag Air Carriers" and "Certification of Unavailability of U.S. Flag Air Carriers"	Dec 8, 1970
3.9	FPR Temp. Reg. No. 50	"Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals"	May 23, 1980

Provisions added:

3.13	OFPP* Policy Letter 80-4	"Utilization of Women-Owned Business Concerns"	Apr 29, 1980
3.14	OFPP* Policy Letter 80-4	"Women-Owned Business Concern Subcontracting Program" (Applicable to contracts over \$500,000 or \$1,000,000 for construction of any public facility)	Apr 29, 1980

\*OFPP (Office of Federal Procurement Policy)

ARTICLE XI - CONFLICT OF INTEREST is hereby added as follows:

ARTICLE XI - CONFLICT OF INTEREST

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

- (1) is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relates to the work under this contract, and
- (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this article.

(c) Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this article. If the contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

(d) Disclosure after award.

- (1) The contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR §20-1.5402(a).
- (2) The contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement shall 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 for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information.

- (1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to: (i) use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.
- (2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this article, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "Contracting Officer," shall be appropriately modified to preserve the government's rights.

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

(h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

ARTICLE XII - COST ACCOUNTING STANDARD WITHDRAWAL is hereby added:

Cost Accounting Standard 414--Cost of money as an element of the cost of facilities capital--shall not be reimbursed as an allowable cost under this contract.

ORGANIZATION CONFLICTS OF INTEREST REPRESENTATION

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

The award to Battelle-Columbus Laboratories of a contract or the modification of an existing contract does ( ) or does not (x) involve situations or relationships of the type set forth in 41 CFR 20-1.5403(b)(1).

Signature	<u>Frank J. Lukz</u>
Typed Name and Title	<u>Frank J. Lukz Contracting Officer</u>
Date	<u>April 4, 1980</u>



PART I

<b>SOLICITATION, OFFER AND AWARD</b>		3. CERTIFIED FOR NATIONAL DEFENSE UNDER DPS REG. 1 AND/OR DMS REG. 1 RATING.	4. PAGE 1 OF 42
1. CONTRACT (Proc. Inst. Ident.) NO.	2. SOLICITATION NO. RS-RES-80-180 <input type="checkbox"/> ADVERTISED (FPP) <input checked="" type="checkbox"/> NEGOTIATED (FPP)	5. DATE ISSUED 3/7/80	6. REQUISITION/PURCHASE REQUEST NO. RES-80-180 dated 11/26/79
7. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		CODE	8. ADDRESS OFFER TO (If other than block 7)

In advertised procurement "offer" and "offeror" shall be construed to mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in three (3) original copies for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if handcarried, in the depository located in Room 304, 7915 Eastern Avenue until 4:00 PM local time Apr. 7, 1980  
Silver Spring, MD 20910 (Hour) (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.

CAUTION - LATE OFFERS: See pars. 7 and 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:

(Telegraphic responses are not authorized)

1. The Solicitation Instructions and Conditions, SF 33-A, January 1978 edition which is attached or incorporated herein by reference.
2. The General Provisions, SF 32, \_\_\_\_\_ edition, which is attached or incorporated herein by reference.

3. The Schedule included herein and/or attached hereto.
4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.  
(Attachments are listed in schedule.)

FOR INFORMATION CALL (Name & telephone no.) (No collect calls) ▶

Mrs. S. Wollett (301) 427-4365

**SCHEDULE**

10. ITEM NO.	11. SUPPLIES/SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
SEE PART III OF THIS SOLICITATION PACKAGE					

See continuation of schedule on page 4

**OFFER (pages 2 and 3 must also be fully completed by offeror)**

In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (90 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.

16. DISCOUNT FOR PROMPT PAYMENT (See par. 9, SF 33-A)

- 10 CALENDAR DAYS     
  20 CALENDAR DAYS     
  30 CALENDAR DAYS     
  CALENDAR DAYS

17. OFFEROR	CODE	FACILITY CODE	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
NAME AND ADDRESS (Street, city, county, State and ZIP code) BATTELLE MEMORIAL INSTITUTE COLUMBUS LABORATORIES 505 King Avenue, Columbus, Ohio 43201			Frank J. Lukz Contracting Officer
AREA CODE AND TELEPHONE NO ▶ 614/424-7087 * See below			19. SIGNATURE <i>Frank J. Lukz*</i>
<input type="checkbox"/> Check if remittance address is different from above - enter such address in Schedule			20. OFFER DATE April 4, 1980

**AWARD (To be completed by Government)**

21. ACCEPTED AS TO ITEMS NUMBERED	22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK		25. NEGOTIATED PURSUANT TO <input checked="" type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 252(c) ( 10 )
26. ADMINISTERED BY (If other than block 7)	CODE	27. PAYMENT WILL BE MADE BY CODE
28. NAME OF CONTRACTING OFFICER (Type or print)		29. UNITED STATES OF AMERICA BY (Signature of contracting officer)
		30. AWARD DATE

Award will be made on this form, or on Standard Form 26, or by other official written notice

**REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS**

**REPRESENTATIONS** (Check or complete all applicable boxes or blocks.)

The offeror represents as part of his offer that:

**1. SMALL BUSINESS** (See par. 14 on SF 33-A.)

He  is,  is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that the supplies to be furnished hereunder  will,  will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

**2. MINORITY BUSINESS ENTERPRISE**

He  is,  is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American-Aleuts.

**3. REGULAR DEALER - MANUFACTURER** (Applicable only to supply contracts exceeding \$10,000.)

He is  a regular dealer or manufacturer of the supplies offered an independent nonprofit research and development laboratory.

**4. CONTINGENT FEE** (See par. 15 on SF 33-A.)

(a) He  has,  has not, employed or retained any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he  has,  has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

**5. TYPE OF BUSINESS ORGANIZATION**

He operates as  an individual,  a partnership,  a nonprofit organization,  a corporation, incorporated under the laws of the State of Ohio.

**6. AFFILIATION AND IDENTIFYING DATA** (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He  is,  is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY  
AND MAIN OFFICE ADDRESS  
(include ZIP code)

(C) EMPLOYER'S IDENTIFICATION NUMBER (SEE PAR. 17 ON SF 33-A)

OFFEROR'S E.I. NO.

PARENT COMPANY'S E.I. NO.

31-4379427

**7. EQUAL OPPORTUNITY**

(a) He  has,  has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, that he  has,  has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he  has developed and has on file,  has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) he  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

**CERTIFICATIONS** (Check or complete all applicable boxes or blocks)

**1. BUY AMERICAN CERTIFICATE**

The offeror certifies as part of his offer, that: each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

None Anticipated

**2. CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract  has,  has not, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** (See par. 18 on SF 33-A)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above, or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

**4. CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" 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 which 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. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where 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 submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of 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 offers is prescribed in 18 U.S.C. 1001.

Continued on Page 4

ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:	AMENDMENT NO	DATE	AMENDMENT NO	DATE
		None		

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART I

Changes and/or Additions to SF-32 and Representations, Certifications, and Acknowledgments

5. WOMAN-OWNED BUSINESS

Concern is  is not  a woman-owned business. The business is publicly owned, a joint stock association, or a business trust  yes  no. The business is  certified  not certified.

A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

6. PERCENT OF FOREIGN CONTENT

The offeror/contractor will represent (as an estimate), immediately after the award of a contract, the percent of the foreign content of the item or service being procured expressed as a percent of the contract award price (accuracy within plus or minus 5 percent is acceptable).

7. NON-DISCRIMINATION BECAUSE OF AGE CERTIFICATION (1-12.1001)

The offeror hereby certifies as follows:

(a) In the performance of Federal contracts, he and his subcontractors shall 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 retirement plan, or statutory requirement, and

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

8. CERTIFICATION OF RECOVERED MATERIALS (1-1.2504(b))

The offeror/contractor certifies that recovered materials will be used as required by specifications referenced in the solicitation/contract.

Check the appropriate box below.

I. CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT(S)

The offeror hereby certifies that he has submitted, as a part of his proposal under this solicitation, copies of the Disclosure Statement(s) as follows: (i) original and one copy to the cognizant Contracting Officer (Administrative Contracting Officer (ACO), see DOD Directory of Contract Administration Components (DOD 4105.59H)); and (ii) one copy to the cognizant contract auditor.

Date of Disclosure Statement(s): \_\_\_\_\_

Name(s) and Address(es) of Cognizant ACO(s) where filed:  
\_\_\_\_\_

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

II. CERTIFICATE OF MONETARY EXEMPTION

The offeror hereby certifies that he, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts and subcontracts subject to Cost Accounting Standards totaling more than \$10 million in his cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if his status changes prior to an award resulting from this proposal, he will advise the Contracting Officer immediately.

CAUTION: Offerors who submitted a Disclosure Statement under the filing requirements previously established by the Cost Accounting Standards Board may claim this exemption only if the dollar volume of CAS covered national defense prime contract and subcontract awards in their preceding cost accounting period did not exceed the \$10 million threshold and the amount of this award will be less than \$10 million. Such offerors will continue to be responsible for maintaining the Disclosure Statement and following the disclosed practices on CAS covered prime contracts and subcontracts awarded during the period in which a Disclosure Statement was required.

III. CERTIFICATE OF INTERIM EXEMPTION

The offeror hereby certifies that (i) he first exceeded the monetary exemption for disclosure, as defined in (II) above, in this cost accounting period immediately preceding the cost

accounting period in which this proposal was submitted, and (ii) in accordance with the regulations of the Cost Accounting Standards Board (4 CFR 351.40(f)), he is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, he will immediately submit a revised certificate to the Contracting Officer, in the form specified under (I), above or (IV), below, as appropriate, to verify his submission of a completed Disclosure Statement.

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

IV. CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT(S)

The offeror hereby certifies that the Disclosure Statement(s) were filed as follows:

Date of Disclosure Statement(s): January 1, 1979

Name(s) and Address(es) of Cognizant Contracting Officer(s) (ACO(s)) where filed: Attention: Robert E. Reed, Defense Contract Administration Services Management Area (DCASMA) Defense Electronics Supply Center, Building 5, 1502 Wilmington Pike, Dayton, Ohio 45444 Telephone 513/296-5995

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

(2) COST ACCOUNTING STANDARDS - EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS

If this proposal is expected to result in the award of a contract of \$500,000 or less, the offeror shall indicate whether the exemption to the Cost Accounting Standards clause under the provisions of 4 CFR 331.30 (b)(8) is claimed. Failure to check the box below shall mean that the resultant contract is subject to the Cost Accounting Standards clause or that the offeror elects to comply with such clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(8) and certifies that he has received notification of final acceptance of all deliverable items on (i) all prime contracts or subcontracts

in excess of \$500,000 which contain the Cost Accounting Standards clause, and (ii) all prime contracts or subcontracts of \$500,000 or less awarded after January 1, 1975, which contain the Cost Accounting Standards clause. The offeror further certifies that he will immediately notify the Contracting Officer in writing in the event he is awarded any other contract or subcontract containing the Cost Accounting Standards clause subsequent to the date of this certificate but prior to the date of any award resulting from this proposal.

(3) COST ACCOUNTING STANDARDS ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 4 CFR 332, and elects to do so, he shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(2), and certifies that he is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during his cost accounting period immediately preceding the period in which this proposal was submitted, he received less than \$10 million in awards of CAS covered national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of his total sales during that cost accounting period. The offeror further certifies that if his status changes prior to an award resulting from this proposal, he will advise the Contracting Officer immediately.

CAUTION: Offerors may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a contract of \$10 million or more, or if, during their current cost accounting period, they have been awarded a single CAS-covered national defense prime contract or subcontract of \$10 million or more.

(4) ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

Yes                       No

NOTE: If the offeror has checked "Yes" above, and is awarded the contemplated contract, he will be required to comply with the administration of the Cost Accounting Standards clause.

- C. If it has been determined that this requirement is not in support of the national defense, complete this section.

(1) COST ACCOUNTING STANDARDS ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 4 CFR 332, and elects to do so, he shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(2), and certifies that he is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during his cost accounting period immediately preceding the period in which this proposal was submitted, he received less than \$10 million in awards of CAS covered national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of his total sales during that cost accounting period. The offeror further certifies that if his status changes prior to an award resulting from this proposal, he will advise the Contracting Officer immediately.

CAUTION: Offerors may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a contract of \$10 million or more or if, during their current cost accounting period, they have been awarded a single CAS-covered national defense prime contract or subcontract of \$10 million or more.

(2) COST ACCOUNTING STANDARDS CERTIFICATION - NONDEFENSE APPLICABILITY

Any negotiated contract in excess of \$100,000 resulting from this solicitation shall be subject to the requirements of the clauses entitled Cost Accounting Standards - Nondefense Contract (FPR §1-3.1204-2(a)) and Administration of Cost Accounting Standards (FPR §1-3.1204-1(b)) if it is awarded to a contractor's business unit that is performing a national defense contract or subcontract which is subject to cost accounting standards pursuant to 4 CFR 331 at the time of award, except contracts which are otherwise exempt (see FPR §1-3.1203-2(a) and (c)(4)). Otherwise, an award resulting from this solicitation shall be subject to the requirements of the clauses entitled Consistency of Cost Accounting Practices - Nondefense Contract (FPR §1-3.1204-2(b)) and Administration of Cost Accounting Standards (FPR §1-3.1204-1(b)) if the award is (i) the first negotiated contract over \$500,000 in the event the award is a contractor's business unit that is not performing under any CAS-covered national defense or nondefense contract or subcontract, or (ii) a negotiated contract over \$100,000 in the event the award is to a contractor's business unit that is performing under any CAS-covered national defense or nondefense contract or subcontract, except contracts which are otherwise exempt (see FPR §1-3.1203-2(a) and (c)(4)). This solicitation notice is not applicable to small business concerns.



### Certificate of CAS Applicability

The offeror hereby certifies that:

- A.  It is currently performing a negotiated national defense contract or subcontract that contains a Cost Accounting Standards clause (4 CFR 331), and it is currently required to accept that clause in any new negotiated national defense contracts it receives that are subject to cost accounting standards.
- B.  It is currently performing a negotiated national defense or nondefense contract or subcontract that contains a cost accounting standards clause required by 4 CFR 331 or 332 or by FPR Subpart 1-3.12, but it is not required to accept the 4 CFR 331 clause in new negotiated national defense contracts or subcontracts which it receives that are subject to cost accounting standards.
- C.  It is not performing any CAS-covered national defense or nondefense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing in the event that it is awarded any negotiated national defense or nondefense contract or subcontract containing any cost accounting standards clause subsequent to the date of this certificate but prior to the date of the award of a contract resulting from this solicitation.
- D.  It is an educational institution receiving contract awards subject to FPR Subpart 1-51.3 (FMC 73-8, OMB Circular A-21).
- E.  It is a State or local government receiving contract awards subject to FPR Subpart 1-15.7 (FMC 74-4, OMB Circular A-87).
- F.  It is a hospital.

NOTE: Certain firm fixed price negotiated nondefense contracts awarded on the basis of price competition may be determined by the Contracting Officer (at the time of award) to be exempt from cost accounting standards (FPR §1-3.120302(c)(4)(iv)).

#### Additional Certification - CAS Applicable Offerors

- G.  The offeror, subject to cost accounting standards but not certifying under D, E, or F above, further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices discussed in the Disclosure Statement(s) where they have been submitted pursuant to CASB regulations (4 CFR 351).

Data Required - CAS Covered Offerors

The offeror certifying under A or B above but not under D, E, or F above, is required to furnish the name, address (including agency or department component); and telephone number of the cognizant Contracting Officer administering the offeror's CAS-covered contracts. If A above is checked, the offeror will also identify those currently effective cost accounting standards, if any, which upon award of the next negotiated national defense contract or subcontract, will become effective upon the offeror.

Attention: Robert E. Reed, Defense  
Name of CO: Contract Administration Services Management  
Address: Area (DCASMA) Defense Electronics Supply Center,  
Building 5, 1502 Wilmington Pike, Dayton, Ohio 45444  
Telephone No.: 513/296-5995  
Standards not yet applicable: \_\_\_\_\_