

1. CONTRACT (Proc. Inst. 1a-ht.) NO. **NRC-10-81-379**

2. EFFECTIVE DATE **MAR 13 1981**

3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA No. ADM-81-379**

4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA 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
 OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **LUNSFORD-MCKEE & ASSOCIATES, INC.**
 P.O. Box 192
 Boonsboro, MD 21713

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**
 Division of Contracts, Attn: T.F. Hagan
 Washington, DC 20555

12. PAYMENT WILL BE MADE BY **U.S. NUCLEAR REGULATORY COMMISSION**
 Office of the Controller, Division of Accounting
 Washington, DC 20555

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c)(10)

14. ACCOUNTING AND APPROPRIATION DATA

B&R No. **45-20-25-902** Appropriation Symbol **31X0200.401** **\$127,800.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	The Government hereby accepts your offer to "Furnish Review Reports and Assistance on Draft Critical Elements and Draft Performance Standards for NRC Jobs at GG-15 and Below" in accordance with the Lunsford-McKee & Associates, Inc., proposal dated January 9, 1981 as clarified by your Best and Final Offer dated February 10, 1981 which is incorporated herein by this reference.				

21. TOTAL AMOUNT OF CONTRACT \$ **127,800.00**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. 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, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. 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.

23. NAME OF CONTRACTOR **Lunsford-McKee & Assoc., Inc.**

BY *[Signature]* (Signature of person authorized to sign)

27. UNITED STATES OF AMERICA

BY *[Signature]* (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) **A. C. ... President**

25. DATE SIGNED **3-12-81**

28. NAME OF CONTRACTING OFFICER (Type or print) **Craig D. Lebo**

29. DATE SIGNED **3/13/81**

Under Part III - Contract Schedule the following changes are made:

A. Regarding Article I - Supplies/Services and Prices:

1. Delete the amount "\$33.03" from the Unit Price column and substitute in lieu thereof the amount "\$28.40."
2. Delete the amount "\$148,649.00" from the amount column and substitute in lieu thereof the amount "\$127,800.00."

B. Regarding Article II - Statement of Work:

1. Paragraph no. 2 is revised to include the following sentence:
"Each report required hereunder shall include a statement as to the number of hours utilized in completion of the applicable position review and analysis."
2. Paragraph no. 8 is revised to read as follows:

"8. Task Orders

Background

The NRC has approximately twenty-five offices whose directors may require assistance as defined under the contract. The directors will determine which positions require review and analysis by the contractor. Each director will designate a project coordinator who shall be responsible for assembling the job descriptions, critical elements, and performance standards pertaining to such positions.

For control purposes, the attached Task Order form will be used to transmit work to the contractor. The form consists of three (3) parts. Parts I and II must be completed prior to issuance of a Task Order. Part III is required only when revisions to the contractor's proposal are necessary.

Task Order Procedures

The project coordinator will complete Part I of the Task Order form listing each of the positions requiring review and analysis by the contractor and shall forward the form with applicable job descriptions, critical elements and performance standards to the contracting officer (CO). Each task order may include the job description, critical elements and performance standards for several different positions. After reviewing the proposed task for completeness and consistency the CO shall forward the complete task order package to the contractor requesting the contractor

to complete Part II of the form. The contractor shall complete Part II of the Task Order form providing its estimates for review and analysis of each position and shall return the Task Order form (only) to the CO within seven (7) calendar days from the date the CO forwards the task order package to the contractor. The contractor shall retain the actual job descriptions, critical elements, and performance standards for use in performance of the task after notification of CO approval. The CO in conjunction with the NRC project officer will review the contractor's task order proposal (Part II of the form) for reasonableness in terms of the hours proposed for review and analysis of each position. Within seven (7) calendar days after receipt of contractor's Task Order proposal, the CO will either approve or reject the proposal. In the event that the CO and project officer determine the contractor's proposal to be unreasonable, the task order proposal will be rejected and negotiations will be conducted with contractor's project manager. Based on such negotiations, the contractor shall complete Part III of the Task Order form making necessary revisions to its original estimates and shall forward Part III to the CO. When the CO and project officer determine the contractor's Task Order proposal to be acceptable, the CO shall issue the Task Order using the attached cover letter approving the task order and establishing the Task Order ceiling. The contractor shall not initiate work on or incur costs with respect to any task order under this contract without the prior approval of the CO. Any costs incurred by the contractor on any given Task Order without the prior CO approval of that Task Order shall be borne by the contractor.

Task Order Ceilings

Cost ceilings will be placed in each Task Order for performance of work under the contract. Such ceilings may be increased by the contracting officer (CO) at her/his discretion from time to time by written or verbal notice to the contractor. Verbal notification of any such increase will be confirmed in writing by the CO. The contractor shall promptly notify the project officer in writing whenever he believes that the then pertinent ceiling for any task order is insufficient. When and if the amount(s) paid and payable to the contractor under such pertinent task order shall equal the then pertinent ceiling, the contractor shall not be expected to perform further unless the CO increases such ceiling in an amount sufficient to cover additional work thereunder. The Government shall not be obliged to pay the contractor any amount in excess of such ceiling. If and to the extent that such ceiling has been increased, any costs incurred by the contractor in performance in excess of the ceiling

prior to its increase shall be allowable to the same extent as if such costs had been incurred after such increase in the ceiling."

- C. Regarding Article IV - Time of Delivery, line five (5), delete the term "NRC's Project Officer" and substitute in lieu thereof the term "Contracting Officer."
- D. Article V - Place of Delivery is revised to read as follows:
"The articles to be furnished hereunder shall be delivered to:

U.S. Nuclear Regulatory Commission
Attn: Mr. T.F. Hagan
Division of Contracts
Washington, DC 20555"
- E. Regarding Article IX - Key Personnel, the following individuals are identified as key personnel for purposes of this contract:
- | | |
|-----------------|--------------------|
| Roy Stapleton | Thomas Moore |
| Jerry Douster | William McCutcheon |
| Joe Allen | Mary Remein |
| Anne Bertola | Boyd Harris |
| Paul Lambert | Dale Houston |
| Robert Lunsford | Robert Pitcher |
| Jack McKee | |
- F. Regarding XI - Project Officer, Mr. Jerry Black, Division of Organization and Personnel is designated as the Project Officer for the purposes of technical aspects of this contract.
- G. Regarding Article XIV - Contract Ceiling, line one (1), insert the amount "\$127,800.00" in the space provided.
- H. Regarding Article XV - Payments, add the following new paragraph:

"4. A definitive loaded rate, not to exceed the rate set forth under Article I shall be negotiated upon completion of the final closeout audit of this contract. In the event that the definitive loaded rate is less than the ceiling loaded rate below, the contractor shall credit to the Government by an amount equal to the number of hours for which payment has been made multiplied by the difference between the ceiling and the definitive loaded rate.

<u>Labor Category</u>	<u>Loaded Rate</u>
Analyst	\$ 28.40"

- I. Regarding Article XVII - Billing Instructions, Preparation and Itemization of the Voucher, paragraph f is revised to read as follows:

"f. Task order numbers, position description (numbers) pertaining to each task order, hours worked during billing period with respect to each position under the task order, total hours worked during billing period for each task order, total amount of voucher, cumulative hours and cost for each task order and cumulative hours and cost for the total contract."

PART I (to be completed by Project Coordinator)

A. TASK DESCRIPTION

Review and analyze job descriptions, critical elements and performance standards pertaining to the following positions in accordance with Article II - Statement of Work, paragraph 1 of the contract:

B. DELIVERABLE(S)

A separate report as required by Article II of the contract shall be prepared for each position reviewed and shall be delivered to the Contracting Officer upon completion of this task.

C. PERIOD OF PERFORMANCE

The contractor shall complete the work required herein and shall furnish the deliverables specified above no later than seven (7) calendar days after the Contracting Officer's approval of this task order.

D. SPECIAL REQUIREMENTS (if applicable)

Project Coordinator's signature

Date

PART II (to be completed by contractor)

TASK ORDER PROPOSAL

Position Identifier	Est. Hrs.	Position Identifier	Est. Hrs.	Position Identifier	Est. Hrs.

TOTAL HOURS _____

COST CEILING _____

Signature of Project Director

Date

PART III (to be completed by contractor as required)

REVISED TASK ORDER PROPOSAL

Position Identifier	Est. Hrs.	Position Identifier	Est. Hrs.	Position Identifier	Est. Hrs.

TOTAL HOURS _____

COST CEILING _____

Signature of Project Director

Date

TASK ORDER APPROVAL LETTER

Subject: Task Order No. _____ Under Contract No. NRC-_____

The subject task order is hereby approved as required under _____ of the contract's terms and conditions. A specific description of the task to be performed, deliverables required, task completion date and estimated hours is enclosed.

Total charges under this task order are not to exceed \$ _____. This ceiling may be increased by the Contracting Officer (CO) at his discretion from time to time by written or verbal notice to the Contractor. Verbal notification of any such increase will be confirmed in writing by the CO. The Contractor shall promptly notify the CO in writing when he believes that the ceiling amount for this task order is insufficient. When and if the amount(s) paid and payable to the Contractor under this task order shall equal the ceiling amount, the Contractor shall not be expected to perform further unless the CO increases such ceiling in an amount sufficient to cover additional work thereunder. The Government shall not be obliged to pay the Contractor any amount in excess of the task order ceiling. If and to the extent that such ceiling has been increased, any costs incurred by the Contractor in performance in excess of the ceiling prior to its increase shall be allowable to the same extent as if such costs has been incurred after such increase in the ceiling.

This authorization does not amend any terms or conditions of the contract.

Sincerely,

Craig D. Lebo
Contracting Officer

Enclosure: As stated

PART I

SOLICITATION, OFFER AND AWARD

8. CERTIFIED FOR NATIONAL DEFENSE UNDER GDS REG. 1 AND/OR ONR REG. 1
 PATRIOT

9. PAGE 1 OF 37

1. CONTRACT (Proc. Reg. (48 CFR) NO.)	2. SOLICITATION NO. RS-ADM-81-379 <input type="checkbox"/> ADVERTISED SPB <input checked="" type="checkbox"/> NEGOTIATED (SFP)	3. DATE ISSUED 12/9/80	4. REGULATORY/PURCHASE REQUEST NO. ADM-81-379
7. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		6. ADDRESS OFFER TO (If other than block 7): Same as Block 7.	

SOLICITATION

9. Sealed offers in three (3) copies for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if handwritten, in the depository located in Room 286, 7915 Eastern Avenue until 2:00 PM local time January 9, 1981
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)

- The Solicitation Instructions and Conditions, SF 33-A, January 1978 edition which is attached or incorporated herein by reference.
- The General Provisions, SF 32, _____ edition, which is attached or incorporated herein by reference.
- The Schedule included herein and/or attached hereto.
- 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. Lee Medrow (301) 427-4021

SCHEDULE

10. ITEM NO.	11. SUPPLIES-SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
	SEE PART III OF THIS SOLICITATION PACKAGE		hr	\$33.03	

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 90 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.

18. DISCOUNT FOR PROMPT PAYMENT: See par. 8, SF 33-A:
 10 CALENDAR DAYS 20 CALENDAR DAYS 30 CALENDAR DAYS CALENDAR DAYS

17. OFFEROR NAME AND ADDRESS (Street, city, county, State and ZIP code) Lunsford-McKee & Associates, Inc. P. O. Box 192 Boonsboro, MD 21713 AREA CODE AND TELEPHONE NO: 301-432-5748 <input type="checkbox"/> Check if remittance address is different from above - enter such address in Schedule	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) R. C. Lunsford III, President	19. SIGNATURE <i>[Signature]</i>	20. OFFER DATE 1/9/81
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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 Y <input type="checkbox"/> U.S.C. 2304(a) Y <input type="checkbox"/> U.S.C. 252(c)	27. PAYMENT WILL BE MADE BY CODE
26. ADMINISTERED BY (If other than block 7)	28. NAME OF CONTRACTING OFFICER (Type or print)	29. UNITED STATES OF AMERICA BY <i>[Signature of contracting officer]</i>

Award will be made on this form, or on Standard Form 28, or by other official written notice.

* PRINCIPAL PLACE OF PERFORMANCE: Boonsboro, Maryland

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 in manufacturer of, the supplies offered.

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 Delaware.

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)

G. EMPLOYER'S IDENTIFICATION NUMBER - SEE PAR. 17 ON SF 33-A.	OFFEROR'S E.O. NO.	PARENT COMPANY'S E.O. NO.
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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 requirements 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
-----------------------	-------------------

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(f)(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

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

Representations, Certifications, and Acknowledgments - Continued SF-33 (Page 3)

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.

SECTION B - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

8. UTILIZATION OF MINORITY BUSINESS ENTERPRISES (FPR 1-1.1310-2)

- a. The Utilization of Minority Business Enterprises clause shall be included in all contracts in amounts which may exceed \$10,000 except (1) contracts which, including all subcontracts thereof, are to be performed entirely outside the United States, its possessions, and Puerto Rico, and (2) contracts for services which are personal in nature.

1. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government Contracts.

2. The Contractor agrees to use his best effort to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means 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 purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

9. UTILIZATION OF SMALL BUSINESS CONCERNS (FPR 1-1.710-3)

- a. The Utilization of Small Business Concerns clause shall be included in all contracts in amounts which may exceed \$10,000 except (1) contracts which, including all subcontracts there under, are performed entirely outside the United States, its possessions, and Puerto Rico, and (2) contracts for service, which are personal in nature.

1. It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with Small Business Concerns.

2. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

10. CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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

The award to Lunsford-McKee & Associates, Inc. of a contract or the modification of an existing contract does or does not involve situations or relationships of the type set forth in 41 CFR paragraph 20-1.5403(b)(1).

If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR 20-1.5403(b)(1) are involved or the Contracting Officer otherwise determines that potential organizational conflicts 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:

- (a) impose appropriate conditions which avoid such conflicts,
- (b) disqualify the offeror, or
- (c) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of § 20-1.5411.

The refusal to provide the representation required by §20-1.5404(b) or upon request of the Contracting Officer the facts required by §20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for awards; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds or work from the statements of work contained in an RFP unless the RFP specifically prohibits such exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would work to the detriment of the competitive posture of the other offerors, the proposal must be rejected as unacceptable.

The offeror's failure to execute the representation required herein with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

Any contract resulting from a solicitation requirement shall include general clauses (41 CFR 20-1.5404-1) prohibiting contractors from engaging in relationships which may give rise to an actual or apparent conflict of interest. Note: NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20) is included in Part IV as Attachment No. 1.

11. COST ACCOUNTING STANDARDS (Applicable only to negotiated contracts exceeding \$100,000 except when: see Federal Procurement Regulation, Temporary Regulation 44 dated March 29, 1978).

It has been determined by the Contracting Officer or his duly authorized representative that this requirement is not in support of the national defense pursuant to 4 CFR 331,20(b).

A. 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.

B. 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 1-15.3 (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.

Name of CO: _____
Address: _____
Telephone No.: _____
Standards not yet applicable: _____

PART II
SOLICITATION INSTRUCTIONS AND CONDITIONS

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1. DEFINITIONS.

As used herein:

- (a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.
- (b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.
- (c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

(g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.

Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on page three of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see paragraphs 7 and 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

(c) The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Note: The term "telegram" includes mailgrams.

8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS.

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) It is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a)(1) and (a)(2) of this provision.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

(1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

Note: The term "telegram" includes mailgrams.

Note: The alternate late proposals, modifications of proposals and withdrawals of proposals provision prescribed by 41 CFR 1-3.802-2(b) shall be used in lieu of provision 8, if specified by the contract.

9. DISCOUNTS.

(a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT.

(a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.**

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C.

35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 151-157) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

(a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a) (1), (a) (3), or (b) of the certification has been deleted or modified. Where (a) (2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

19. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

SOLICITATION INSTRUCTIONS AND CONDITIONS (Continued)

Note the following substitutions of the paragraphs listed in the SF-33A.

Paragraph 10 (a) on page 2 of the SF-33A is hereby deleted. Paragraph No. 19 on page 2 of the SF-33A is hereby deleted in its entirety.

1. TYPE OF CONTRACT

It is contemplated that a Labor Hour type contract will be awarded; however, the Government reserves the right to negotiate and award whatever type contract is determined to be most appropriate. In addition to the special provisions of this request for proposal, any resultant contract shall include the general provisions applicable to the selected offeror's organization and type contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations in effect at the time of execution of the proposed contract will be included.

2. PERIOD OF PERFORMANCE/SCHEDULE

The Government estimates that the work hereunder including preparation and submission of all reports, shall be completed by September 30, 1981.

3. ACCEPTANCE PERIOD

Because of the time required by the Government to evaluate proposals adequately, offerors are requested to specify a proposal acceptance period of not less than 90 days.

4. ANTICIPATED AWARD DATE

It is anticipated that an award under this solicitation shall be made by April 1981.

5. COST OF PROPOSAL PREPARATION

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal or for necessary studies or designs for the preparation thereof; or to procure or contract for the articles or services shown under Part III herein.

6. INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE

The prospective offeror will list the name(s) and telephone number(s) of the person(s) authorized to conduct negotiations on the "Proposal Summary and Data Sheet" (see Part IV, Attachment No. 4) which is to be submitted with each proposal.

Offerors are cautioned that the person signing the proposal must have the authority to commit the offeror.

7. PROPOSAL SUMMARY AND DATA SHEET (See Part IV, Attachment No. 4)

A completed "Proposal Summary and Data Sheet" shall be submitted with each copy of the proposal.

8. RFP IDENTIFICATION

Mailing envelopes should be marked with the RFP number, the RFP closing date, and the notation: "DO NOT OPEN IN MAIL ROOM." Also, include the RFP number in your cover letter and on each page of your proposal.

9. AWARD NOTIFICATION

All offerors will be notified of their selection or nonselection as soon as possible.

It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government (i.e., the NRC) to 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 cannot issue contract modifications, give informal contractual commitments or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include such actions as:

- a. encouraging a potential contractor to incur costs prior to receiving a contract,
- b. requesting or requiring a contractor to make changes under a contract without formal contract modifications,
- c. encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable, and

- d. committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

10. DISPOSITION OF PROPOSALS

After award of contract, one (1) copies of each unsuccessful proposal will be retained by NRC's Division of Contracts and unless return of proposals is requested by the offeror upon submission of proposal, all other copies will be destroyed. This notification should appear in any cover letter accompanying the proposal.

11. NOTICE OF PROPRIETARY INFORMATION

- a. Notice of Proprietary Information - Offerors are advised that those portions of the Proposal which are considered to be proprietary shall be so identified. In the event the offeror fails to indicate on the title page and each sheet of the proposal what portions of the proposal are proprietary, the NPC assumes no liability for disclosure or use of unmarked technical data and may use or disclose such data for any purpose. The clause set forth in paragraphs b. and c., below, should be utilized by the offeror in marking his proposal.

- b. Use and Disclosure of Data - Freedom of Information Act Requests

"This data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction. The data subject to this restriction is contained in sheets 18-21. Our failure to mark the proposal with a Legend or otherwise identify and restrict the disclosure and use of data in the proposal shall be interpreted by the NRC as an acknowledgment that the contents of the Technical Proposal may be released, disseminated, or otherwise disclosed by the NPC pursuant to a Freedom of Information Act request."

- c. Moreover, each sheet for which the offeror desires to restrict disclosure shall be marked with the following legend:

"Use or disclosure of proposal data is subject to the restriction on the title page of this proposal. I claim that information contained herein is proprietary and shall not be disclosed by the NRC in accordance with Exemption 4 of the Freedom of Information Act."

12. PROPOSAL PRESENTATION AND FORMAT

- a. Proposals will be typewritten or reproduced on letter-size paper and will be legible in all required copies. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art works, expensive paper and binding, expensive visual and other presentation aids are neither necessary nor desired. Legibility, clarity, and completeness are important.
- b. Proposals in response to this Request for Proposal shall be submitted in the following three (3) separate and distinct parts:
 - (1) Three ~~signed~~ copies of the solicitation, all original signatures. All applicable sections must be completed by the offeror.
 - (2) One (1) original and three (3) copies of the "Cost Proposal" shall be submitted in accordance with the guidelines set forth in the paragraph below entitled, "Business Management Requirements."
 - (3) One (1) original and three (3) copies of the "Technical Proposal" shall be submitted in accordance with the guidelines set forth in the paragraph below entitled, "Technical Proposal Content."

Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. All documents submitted shall have a cover page with the identifying RFP title, the solicitation number, and name of the offeror.

NOTE: If your records are currently under audit cognizance of a Government audit agency, the address and telephone number of that office should be furnished on the "Proposal Summary and Data Sheet." One (1) copy of the solicitation package, Technical Proposal, and Cost Proposal shall be submitted by the offeror to the cognizant audit agency concurrent with the submittal of the proposal to the NRC.

13. BUSINESS MANAGEMENT REQUIREMENTS

a. Cost Proposal

The offeror should utilize the Optional Form 60, Contract Pricing Proposal (Research and Development), in submitting the Cost Proposal. Offerors may, however, submit the necessary information in a different format where the offeror's accounting system makes use of the form impractical, or when required for a more effective and efficient presentation of cost information. In either instance, the information furnished shall include pertinent details sufficient to show the elements of cost upon which the total cost is predicated.

Cost will be evaluated on reasonableness, validity, and reliability.

The "Cost Proposal" must include, but is not limited to, the following:

Material - A detailed listing of items including the quantity, basis of cost estimate, unit cost and sources of cost.

Labor - The basis for the estimated hours broken down by category and task, and the source of labor rates. Level of effort data shall be expressed in man-hours.

Indirect Cost - The source and basis of determination of all indirect costs.

Travel - The breakdown of all travel by trips, segregating all transportation and per diem costs. Copy of the official Government approval of the offeror's travel policy, if granted, or in lieu thereof, a copy of the offeror's travel policy.

NOTE: In the absence of a Government approved contractor travel policy, the prevailing Federal Travel Regulation rates and the clause entitled, "Travel Reimbursement" in Part III shall apply.

Other - The offeror's fiscal accounting period (Fiscal Year) and the name, address, and the telephone number of the offeror's cognizant Government audit agency.

b. Management

The management aspects shall include, but not be limited to, the following and any data pertinent thereto:

- (1) Project scheduling and contingency planning demonstrating a logical progression and integration of the tasks to insure completion within the performance period and without program slippage.
- (2) Management organizational structure delineating areas of responsibility and authority under the proposed effort. Describe the relationship of the project organization to corporate management and to subcontractors, if any. Discuss the functions and authorities of the project manager.
- (3) Procedures to periodically review in-house organizational functions, program reviews and controls and subsequent coordination with the NRC.

(4) Management controls expected to be utilized to preclude a contract cost growth.

c. Manpower Availability

Describe the source of personnel required for performance of each task and not presently employed by the offeror. If any of the personnel are under commitment, describe the terms of the commitment(s). Note specifically the personnel that will be on board subject to a contract award.

d. Consultants

Explain the need for consultant services. List proposed consultants if known by name. For each list show (1) nature of services, (2) fee rate, and (3) total consultant fee and any other allowable related costs which may be involved, such as travel and per diem. Such fees may not be paid to employees of the contractor or to employees of the U. S. Government.

e. Subcontractors

If the offeror plans to subcontract any of the work to be performed, list proposed subcontractors if known by name. Provide a detailed breakdown of specific work to be subcontracted and the approximate cost involved.

f. Labor Surplus Area Program Requirements

In keeping with the Federal Labor Surplus Area Program, the offeror is required to provide information on the general economic conditions of the area in which subcontractors are located, exact location of subcontractors (state, city, county), and the unemployment rate for the area, if known.

g. Additional Facilities or Property

In the event the offeror contemplates acquiring additional facilities or property in the performance of this work, such facilities or property shall be separately identified.

h. Other Contractual Commitments

The offeror shall list any commitments with other organizations, Governmental or private, and indicate whether these commitments will or will not interfere with the completion of work and services contemplated under this proposal.

14. TECHNICAL PROPOSAL CONTENT

The Technical 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 Proposal so that the offeror's understanding of the scope of work may be evaluated.

The offeror shall submit with the Technical 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 in accordance with the evaluation criteria set forth in this Part II under the paragraph entitled, "Evaluation of Proposals."

Statements which paraphrase the scope 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 scope of work may be construed as an indication of the offeror's lack of understanding of the scope of work and objectives.

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

- a. Discussion of the scope of work requirements to substantiate the offeror's understanding of the problem and his proposed method of approach to meet the objective.
- b. Discussion of the offeror's experience in the analysis of regulatory systems (nuclear and otherwise). Include the contract numbers and Government points of contact.
- c. Include resumes for all professional personnel to be utilized in the performance of any resulting contract. Include educational background, specific pertinent work experience and a list of any pertinent publications authored by the individual.
- d. Discuss support personnel and facilities available to assist the professional personnel.
- e. Indicate potential problem areas and the approach to be taken to resolve said areas.
- f. Provide a detailed description of the schedule for work and identify significant milestones and completion dates for various subparts.
- g. Identify the "Key Personnel," and for the person(s) so identified, specify the percentage of time currently committed to other projects over the course of the proposed contract period of performance.
- h. Statements of any interpretations, requirements, or assumptions made by the offeror.
- i. Propose a format for the review and analysis report which includes a detailed, completed representative sample of what would be received from the contractor for each job the contractor reviews and analyzes.

15. CONTRACT AWARD AND EVALUATION OF PROPOSALS

- a. By use of numerical and narrative scoring techniques, proposals will be evaluated against the evaluation factors specified in the paragraph below. These factors are listed in their relative order of importance. Award will be made to the offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is most advantageous to the Government; and who is considered to be responsible within the meaning of Federal Procurement Regulation 1-1.12.

In the selection of a contractor, technical merit ^{1/} and cost will bear equal significance. To be selected for an award, the proposed cost must be realistic and reasonable.

- b. The Government reserves the right without qualification, to accept or reject any or all proposals, to negotiate with any and all proposers regardless of the terms of the original proposal, and to request additional clarifying information either through written information or through conference with the proposers. All proposers are notified that award may be made without discussion of proposals and, therefore, proposals should be submitted initially on the most favorable terms, from a cost and technical standpoint.
- c. A separate cost analysis will be performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data shall be expressed in man hours.
- d. In making the above determination, a best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule.

^{1/} The aggregate of Experience of Personnel Proposed, Technical and Management factors set forth on Page 20.

15. CONTRACT AWARD AND EVALUATION OF PROPOSALS (Continued)

- e. Proposals will be evaluated in accordance with the following weighted factors, listed in order of their relative importance:

	<u>Weights</u>
1. EXPERIENCE OF PERSONNEL PROPOSED	45 Points
a. Demonstrated knowledge and experience with Federal personnel management policies and concepts in Federal Regulatory agencies' organizations and processes with personnel and missions similar to those of the Nuclear Regulatory Commission	(15 Points)
b. Demonstrated knowledge and experience with GG-15 and below compensation systems in the Federal sector	(15 Points)
c. Demonstrated, thorough knowledge of jobs in scientific and technical disciplines similar to the nuclear industry	(15 Points)
2. TECHNICAL	40 Points
a. Soundness of offeror's technical approach and the probability of success for proposed approach	(20 Points)
b. Demonstrated understanding of the work scope objectives	(20 Points)
3. MANAGEMENT	15 Points
a. Management organization and structure delineation of areas of responsibility and authority under proposed effort, especially those of the project manager	(5 Points)
b. Adequacy of management controls to preclude cost growth, keep the project on schedule, and coordination with the NRC's Project Officer	(10 Points)
TOTAL OF ALL WEIGHTED FACTORS	100 Points

16. SIZE, STANDARD AND PRODUCT CLASSIFICATION

It has been determined that the material described herein is classified under the Standard Industrial Classification Manual as No. 7392 and a concern whose average annual receipts for its preceding 3 fiscal years do not exceed \$2 million is considered as a small business concern.

17. PRIVACY ACT NOTIFICATION

(FPR 1-1.327-5(b))

This procurement action requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

18. NOTICE TO OFFERORS

Attached hereto as Attachment 6 is NRC Manual Chapter 0204, "Privacy Act" for use and guidance under the provisions of this solicitation and any resulting contract.

19. BACKGROUND

Development of critical elements and performance standards is the basic responsibility of the line supervisors who will be provided two days of formal classroom instruction* on the subject before they commence the process for jobs under their supervision. Supervisors will then be expected to produce draft critical elements and performance standards for each employee reporting to the supervisor. During this process the supervisor will be expected to review the employee's official position description for currency and accuracy as well as consistency with the supervisor's draft critical elements and performance standards. Line supervisors may be able to produce the required documents without help for some positions but may require substantial assistance with other positions. The Contractor shall provide assistance in the latter instance where there is a determination by the NRC that the line supervisor requires such.

* (Separately from this contract)

CONTINUATION SHEET

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART III				
	CONTRACT SCHEDULE				
	ARTICLE I - SUPPLIES/SERVICES AND PRICES				
	The Contractor shall perform the following under the Technical Direction of the U. S. Nuclear Regulatory Commission:				
	Contractor shall furnish review reports and assistance on Critical Elements and Performance Standards for NRC Jobs at GG-15 Level and Below in accordance with ARTICLE II.				
	For the contractor's planning and proposal purposes, it is <u>estimated</u> that the following category and hours of labor will be required for the performance of any resultant contract:				
	<u>Category</u>	<u>Estimated Hours</u>		<u>Rate</u> (To be completed by Contractor)	
	Job Analysts	4,500	hr.	33.03	\$148,649
	Personnel who can analyze the basic elements of a set of duties and responsibilities in order to determine the appropriateness of elements that have been tentatively designated as critical and non-critical and performance standards that have been tentatively established as objective measures of accomplishment of the designated elements. These analysts must have had experience in the analysis of professional engineering and scientific jobs over a sufficient duration that they can be expected to make authoritative analyses without benefit of supervision using only established NRC criteria as contained in Draft NRC Manual Chapter 4151 and NRC Manual Chapter Appendix 4130A (Attachments 6 and 7, respectively).				
	NOTE: See ARTICLE VII - Travel Reimbursement - Hourly rate should not include travel costs. Offerors should include corporate approved travel policy in cost proposal.				

ARTICLE II - STATEMENT OF WORK

The contractor shall provide the necessary personnel, facilities and materials to accomplish the following as required by the NRC's Project Officer:

1. Review and analyze the job elements (critical and non-critical) drafted by a line supervisor for a job to determine:
 - a. Are the critical elements consistent with and do they meet the requirements of Draft NRC Manual Chapter 4151?
 - b. Are all job elements well-grounded in the official position description for the job or other proper designations of assignments?
 - c. Are the performance standards for each job element consistent with Draft NRC Manual Chapter 4151 and appropriately reflected in the official position description?
2. As a result of the review and analysis described in 1. above, the contractor shall submit a report which documents the review and analysis and, when necessary, provide detailed, constructive criticisms and recommendations for change to remedy the problems identified.
3. The contractor may be required (in a limited number of cases) to supplement the written report described in 2. above with personal, face-to-face assistance and/or telephonic assistance to the line supervisor in exceptionally difficult cases.
4. No name or other personal identifier information shall be maintained by the contractor which can be retrieved by an individual.

5. The estimated number of hours is an estimate only and may not reflect the actual hours which may be required pursuant to the foregoing. Such estimated hours will depend entirely upon the Commission's requirements and the Commission will be obligated to pay for work actually ordered and satisfactorily performed at the rates specified. If the requirements fail to materialize in the hours estimated, such failure shall not constitute grounds for equitable adjustment. If the requirements exceed the estimated hours, additional funds will be provided by unilateral modification to the contract at the rates specified.

6. Use of Current Federal Employees

It shall be understood and agreed that the Contractor shall not utilize the services of any full-time Federal employees in the performance of the work under this contract.

7. Government Furnished Property or Data

Upon award of contract, the NRC shall furnish the information set forth below:

- a. NRC Manual Chapter Appendix 4130A
- b. Functional Statements/Organizational Charts
- c. Draft NRC Manual Chapter 4151
- d. Position Descriptions, as required
- e. Draft Critical Elements and Draft Performance Standards, as required

This information is provided for such information and assistance as it may provide the Contractor with respect to the general scope of work to be performed. Only the matter which is referred to above will be furnished by the Government.

8. Task Orders

Orders for services hereunder will be placed or issued hereunder by the NRC's Project Officer as follows:

- a. Prior to forwarding review requirements under Article II, Sections 1 and 2, a schedule of work will be provided the Contractor by the NRC's Project Officer at least two weeks before the work is to be performed. These orders will be in writing and sequentially numbered. A subtask will be a modification to an existing task order number followed by an alpha designation indicating applicable revision sequence.
- b. The NRC's Project Officer will give the contractor three (3) days telephonic advance notice of requirement(s) for personal, face-to-face assistance and one (1) day advance notice for telephonic assistance to a line supervisor under Article II, Section 3. These orders will be confirmed in writing on a monthly basis to the contractor by the NRC's Project Officer.

9. Cost Information

The Contractor shall maintain current cost information adequate to reflect the cost of performing the work under this contract at all times while the work is in progress, and shall prepare and furnish to the Government such written estimates of cost and information in support thereof as the Contracting Officer may request.

10. Records

The Contractor shall keep and maintain records and books of account which show accurately, and in an adequate manner, the basis for receiving compensation under this contract. The Contractor shall preserve said records and books of account for a period of three (3) years after the date of final payment under this contract. The Commission shall at all reasonable times, prior to and after the date of final payment under this contract, have the right to examine and make copies of such records and books.

ARTICLE III PERIOD OF PERFORMANCE

The period of performance hereunder shall be from the effective date of contract through September 30, 1981.

ARTICLE IV TIME OF DELIVERY

One (1) copy of each report required required under Article II, Section 2 shall be delivered one (1) calendar week after receipt of the draft critical elements and draft performance standards ordered to be reviewed. The draft critical elements and the draft performance standards forwarded for review and analysis shall be returned with the corresponding report to the NRC's Project Officer.

ARTICLE V PLACE OF DELIVERY

The articles to be furnished hereunder shall be delivered to:

U.S. Nuclear Regulatory Commission
Attn: NRC's Project Officer
(To be designated after award of contract)
Washington, DC 20555

ARTICLE VI INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies and services to be furnished hereunder shall be made in accordance with the specifications set forth in Article II - Statement of work by the Contracting Officer's Technical Representative/Project Officer.

ARTICLE VII - TRAVEL REIMBURSEMENT

1. The contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer, in accordance with the contractor's approved travel policy on file with the NRC.
2. The cost of travel by privately owned automobile shall be reimbursed at the mileage rate prescribed by the contractor's established, generally applicable travel policy; provided, however, that such reimbursement shall not exceed the cost of less than first-class travel by common carrier.
3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis that does not exceed the rates prescribed by the contractor's established, generally applicable travel policy.
4. 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.
5. Reasonable actual costs of lodging and subsistence, or per diem in lieu of actual costs, shall be allowable to the extent that such actual costs or per diem amounts do not exceed the amounts or per diem rates prescribed by the contractor's established, generally applicable travel policy.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$15.00.
7. Any revision to the contractor's established, generally applicable travel policy approved by the cognizant audit agency during the period of performance of this contract shall be effective, without formal modification to this contract, upon delivery to the Contracting Officer of a copy of such revised policy together with evidence of cognizant audit agency approval thereof.

ARTICLE VIII - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

- A. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the contractor in the performance of this contract, or information developed by the contractor in the course of the work hereunder, shall be used only in connection with the work performed under this contract. The contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents and material, and any copies thereof, furnished by the Commission to the contractor or developed by the contractor in the performance of this contract.
- B. The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the contractor in connection with the performance of work under this contract. The contractor agrees to conform to all regulations, requirements, and directions of the Commission with respect to such material.
- C. The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

ARTICLE IX - KEY PERSONNEL

Pursuant to this ARTICLE (Key Personnel), the following individuals are considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the contractor agrees to substitute persons possessing substantially equal abilities and qualifications satisfactory to the Contracting Officer.

*

ARTICLE X - TECHNICAL DIRECTION

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE XI of this contract. 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, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance to the contractor in the preparation of drawings, specifications or technical portions of the work description.
 3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the contract.

*To be incorporated into any resultant contract.

- B. Technical direction must be within the general scope 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 additional work outside the general scope of the contract.
 2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
 3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 4. Changes any of the expressed terms, conditions or specifications of the contract.

- C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within such person's authority under the provisions of this article.

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 B(1) through (4) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such 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.

- D. 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.
- E. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

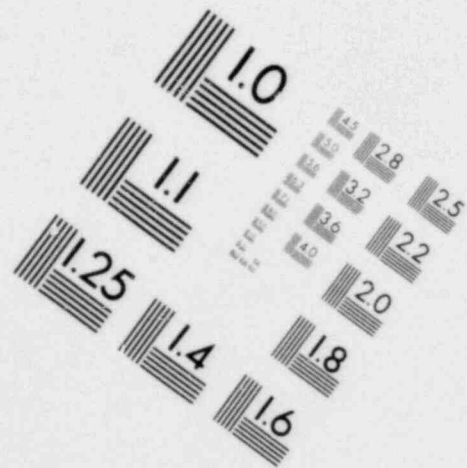
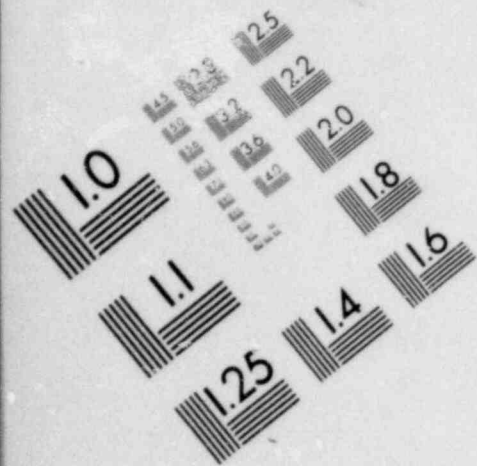
ARTICLE XI - PROJECT OFFICER

* is hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

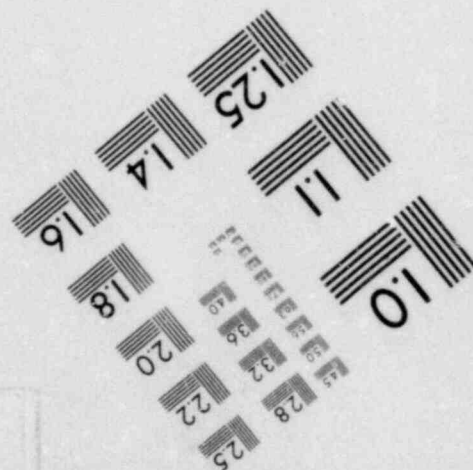
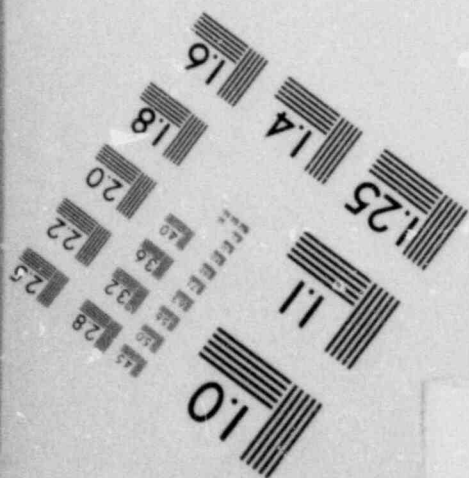
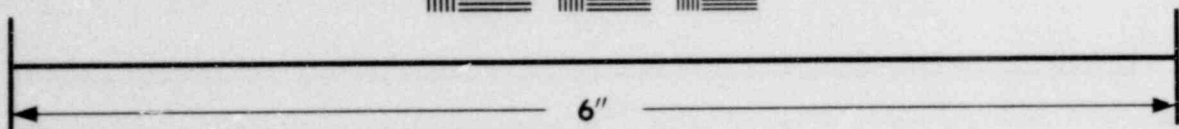
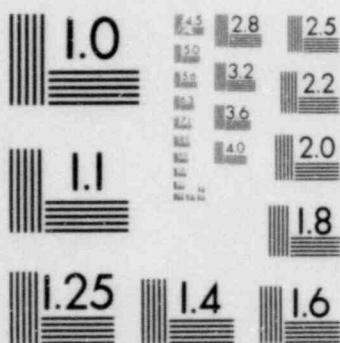
The Project Officer is responsible for: (1) monitoring the contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies, services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

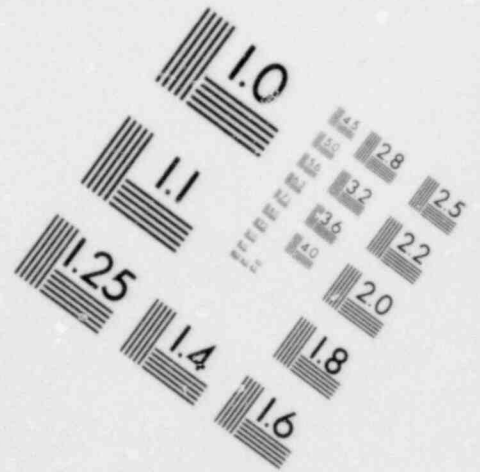
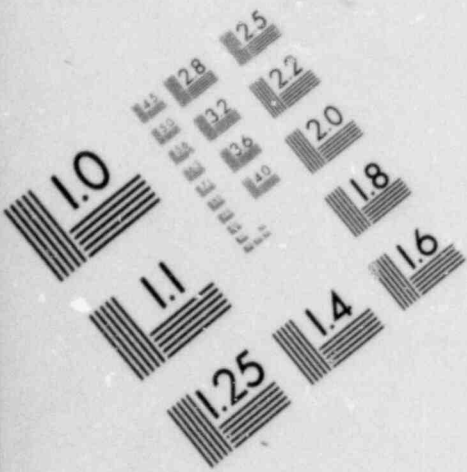
For guidance from the Project Officer to the contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

*To be incorporated into any resultant contract.

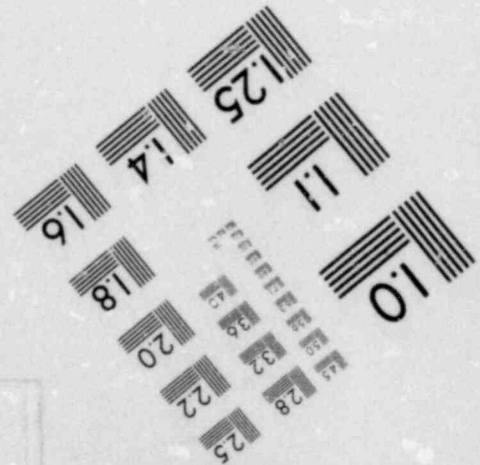
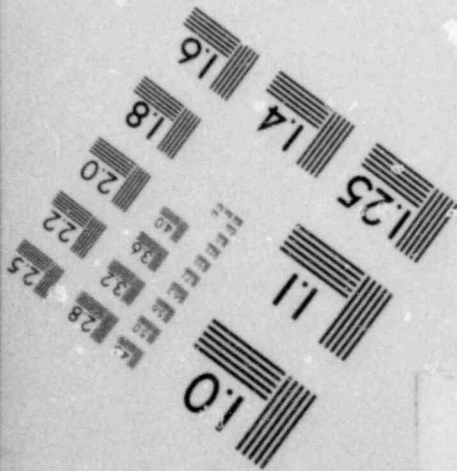
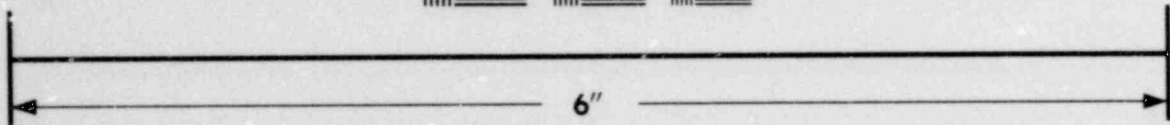
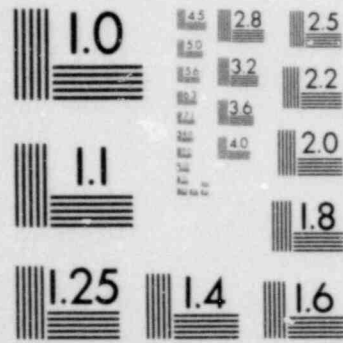


**IMAGE EVALUATION
TEST TARGET (MT-3)**





**IMAGE EVALUATION
TEST TARGET (MT-3)**



ARTICLE XII - 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(r) 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 XIII - PRIVACY ACT

(FPR 1-1.327-5(c))

A. The Contractor agrees:

- (1) To comply with the Privacy Act of 1974 and the rules and regulations issued pursuant to the Act in the design, development, or operation of any system of records on individuals in order to accomplish an agency function when the contract specifically identifies (i) the system or systems of records and (ii) the work to be performed by the contractor in terms of any one or combination of the following: (A) design, (B) development, or (C) operation;
- (2) To include the solicitation notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation when the the statement of work in the proposed subcontract requires the design, development, or operation of a system of records on individuals to accomplish an agency function; and
- (3) To include this clause, including this paragraph (3), in all subcontracts awarded pursuant to this contract which requires the design, development, or operation of such a system of records.

B. In the event of violations of the Act, a civil action may be brought against the agency involved where the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency where the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor is considered to be an employee of the agency.

C. The terms used in this clause have the following meanings:

- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records including the collection, use, and dissemination of records.
- (2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (3) "System of records" on individuals means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

ARTICLE XIV Contract Ceiling

The ceiling price of the contract is * . The Contractor agrees that the work to be performed under the contract shall be accomplished within the ceiling price. Unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified the extent of the increase, any costs incurred in excess of the ceiling price shall be borne by the Contractor. The Contractor is not obligated to continue performance if to do so would exceed the ceiling price.

ARTICLE XV Payments

1. The Contractor shall be paid an amount computed by multiplying the appropriate hourly rate, or rates, set forth in the Schedule of the contract, by the number of direct labor hours performed, which rates shall include wages, overhead, general and administrative expense and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer). The Contractor will substantiate vouchers by evidence of actual payment and by individual daily job timecards, or such other substantiation approved by the Contracting Officer. Promptly after receipt of such substantiated voucher, the Government shall, except as otherwise provided in this contract, make payment thereon as approved by the Contracting Officer's Authorized Representative.
2. Unless otherwise set forth in the Schedule, five percent (5%) of the amount due under this clause shall be withheld from each payment by the Contracting Officer but the total amount withheld shall not exceed \$50,000. Such amounts withheld shall be retained until the execution and delivery of a release by the Contractor.
3. Unless provisions of the Schedule hereof otherwise specify, the hourly rate or rates set forth in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates will be negotiated. Failure to agree upon these overtime rates will be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimburseable only to the extent the overtime is approved by the Contracting Officer.

*To be incorporated into any resultant contract

ARTICLE XVI GOVERNMENT-FURNISHED PROPERTY (Short Form)

FPR 1-7.303-7(c)

1. The Government shall deliver to the Contractor, for use only in connection with the contract, the property described in the schedule or specifications (hereinafter referred to as "Government-furnished property"), at the times and locations stated therein. If the Government-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Contracting Officer shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant to the procedures of the "Changes" clause hereof.
2. Title to Government-furnished property shall remain in the Government. The Contractor shall maintain adequate property control records of Government-furnished property in accordance with sound industrial practice.
3. Unless otherwise provided in this contract, the Contractor, upon delivery to him of any Government-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.
4. The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all Government-furnished property not consumed in the performance of this contract or not theretofore delivered to the Government, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Contracting Officer may direct.

ARTICLE XVII

BILLING INSTRUCTIONS

General. The contractor shall submit vouchers or invoices as prescribed herein.

Form. Claims shall be submitted on the payee's letterhead, invoice or on the Government's Standard Form 1034 "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035 "Public Voucher for Purchases Other Than Personal -- Continuation Sheet." These forms are available from the Government Printing Office, 710 North Capitol Street, Washington, DC 20801.

Number of Copies and Mailing Address. An original and six copies shall be submitted to NRC offices identified below.

Frequency. The contractor shall submit an invoice or voucher only after NRC's final acceptance for services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher. The voucher shall be prepared in ink or typewriter (without strikeouts) and corrections or erasures must be initialed. It must include the following:

- (a) Payor's name and address. (i) Address the original voucher (with 4 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/COM Accounts Sections, Washington, DC 20535. (ii) Address 2 copies to: U.S. Nuclear Regulatory Commission, ATTN: E. L. Halman, Director, Division of Contracts, Washington, DC 20535. (iii) The original copy of the voucher should indicate that (2) copies have been forwarded to the Contracting Officer.
- (b) Voucher number.
- (c) Date of voucher.
- (d) Contract number and date.
- (e) Payee's name and address. (Show the name of the contractor and its correct address, except when an assignment has been made by the contractor or a different payee has been designated, then insert the name and address of the payee.)
- (f) Description of articles or services, labor categories, applicable hourly rates.

Hours worked by labor category, total amount for each labor category and total amount of voucher.

- (g) Weight and zone of shipment, if shipped by parcel post.
- (h) Charges for freight or express shipments, and attached prepaid bill, if shipped by freight or express.
- (i) Instructions to consignee to notify Contracting Officer of receipt of shipment.
- (j) Final invoice marked: "FINAL INVOICE"

Currency. Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

ARTICLE XVIII GENERAL PROVISIONS

This contract is subject to the provisions of the Standard Form 32, General Provisions (Supply Contract) (REV 4-75) and FPR and NRC Additions to Standard Form 32 General Provisions (Supply Contract) (Revised 7/30/80), attached hereto and by reference made a part hereof except as follows:

1. Clause 32 entitled "Minority Business Enterprises Subcontracting Program" is deleted in its entirety.
2. Clause 33 entitled "Preference for U.S. Flag Carriers" is deleted in its entirety.
3. Clause 37 entitled "Patent Indemnity" is deleted in its entirety.
4. Clause 41 entitled "Publication and Publicity" is deleted in its entirety.
5. Clause 47 entitled "Price Reduction for Defective Cost or Pricing Data - Price Adjustments" is added.
6. Clause 48 entitled "Audit" is added.
7. Clause 49 entitled "Subcontractor Cost or Pricing Data - Price Adjustments" is added.

PART IV

LIST OF ATTACHMENTS

NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)	Attachment 1
NRC Organization Chart	Attachment 2
Optional Form 60	Attachment 3
Proposal Summary and Data Sheet	Attachment 4
General Provisions	Attachment 5
NRC Manual Chapter 0204	Attachment 6
Draft NRC Manual Chapter 4151	Attachment 7
NRC Manual Chapter Appendix 4130A	Attachment 8
NRC NUREG-0325 Revision 2 Functional Organizational Charts	Attachment 9

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.	
20-1.5401	Scope and policy.
20-1.5402	Definitions.
20-1.5403	Criteria for recognizing contractor organizational conflicts of interest.
20-1.5404	Representation.
20-1.5405	Contract clauses.
20-1.5405-1	General contract clause.
20-1.5405-2	Special contract provisions.
20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

§20-1.5401 Scope and Policy

(a) It is the policy of the U.S. Nuclear Regulatory Commission (NRC) to avoid, eliminate or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely; the application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied so as to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations which might arise; however, examples are provided in these regulations to guide application of the policy. NRC contracting and program officials must be alert to other situations which may warrant application of this policy guidance. The ultimate test is: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC

agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

§20-1.5402 Definitions

(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

(c) "Evaluation activities" means any effort involving the appraisal of a technology, process, product, or policy.

(d) "Technical consulting and management support services" means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require the contractor to be given access to information which has not been made available to the public or proprietary information. Such services typically include assistance in the preparation of program plans; and preparation of preliminary designs, specifications, or statements of work.

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

(f) "Contractor" means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which is a party to a contract with the NRC.

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR §1-1.606-1(a)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

§ 20-1.5403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities, or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (1) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

(i) Where the offeror or contractor provides advice and recommendations to the NRC in a technical area in which it is also providing consulting assistance in the same area to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter in which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or the products or services of another entity where the offeror or contractor has been substantially involved in their development or marketing.

(iv) Where the award of a contract would otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in §20-1.5405-2 in the following circumstances:

(i) Where the offeror or contractor prepares specifications which are to be used in competitive procurements of products or services covered by such specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using such approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs which could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

Guidance. An NRC contract for that particular work normally would not be awarded to the XYZ Corp. because it would be placed in a position in which its judgment could be biased in relationship to its work for NRC. Since there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2) Example. The ABC Corp., in response to a RFP, proposes to perform certain analyses of a reactor component which are unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which would motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work during the performance of the NRC contract with the private sector which could create a conflict. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3) Example. As a result of operating problems in a certain type of commercial nuclear facility, it is imperative that NRC secure specific data on various operational aspects of that type of plant so as to assure adequate safety protection of the public. Only one manufacturer has extensive experience with that type of plant. Consequently, that company is the only one with whom NRC can contract which can develop and conduct the testing programs required to obtain the data in reasonable time. That company has a definite interest in any NRC decisions that might result from the data produced because those decisions affect the reactor's design and thus the company's costs.

Guidance. This situation would place the manufacturer in a role in which its judgment could be biased in relationship to its work for NRC. Since the nature of the work required is vitally important in terms of NRC's responsibilities and no reasonable alternative exists, a waiver of the policy may be warranted. Any such waiver shall be fully documented and coordinated in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) Example. The ABC Co. submits a proposal for a new system for evaluating a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Co. has advised NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

Guidance. A contract could be awarded to the ABC Co. provided that the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless such information has been reported to NRC. Information which is reported to NRC by contractors will normally be disseminated by NRC to others so as to preclude an unfair competitive advantage that might otherwise accrue. When NRC furnishes information to the contractor for the performance of contract work, it shall not be used in the contractor's private activities unless such information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information developed under the contract is proposed to be used.

(5) Example. The ABC Corp., in response to a RFP proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §20-1.5403(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the Eastern United States but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. The work for others clause of §20-1.5405-1(c) would preclude ABC Corp. from accepting work during the term of the NRC contract which could create a conflict of interest.

(d) Other considerations. (1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of such conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§20-1.5404 Representation

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor.

(b) Representation procedure. The following organizational conflicts of interest representation provision shall be included in all solicitations and unsolicited proposals for: (1) Evaluation services or activities; (2) technical consulting and management support services; (3) research; and (4) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement shall also apply to all modifications for additional effort under the contract except those issued under the "changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provision has previously been submitted with regard to the contract being modified, only an updating of such statement shall be required.

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

The award to Lunsford-McKee of a contract or the modification of an existing contract does () or does not (✓) involve situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1).

(c) Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) Impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of §20-1.5411.

(2) The refusal to provide the representation required by §20-1.5404(b) or upon request of the contracting officer the facts required by §20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

(d) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work from the statements of work contained in a RFP unless the RFP specifically prohibits such exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would work to the detriment of the competitive posture of the other offerors, the proposal must be rejected as unacceptable.

(e) The offeror's failure to execute the representation required by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

All contracts of the types set forth in § 20-1.5404(b) shall include the following clauses:

(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 interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described 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 clause.

(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 clause. 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 clause, 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.

§20-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with §20-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related nonproduction contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of his key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

(b) The following additional contract clause may be included as section (i) in the clause set forth in § 20-1.5405-1 when it is determined that award of a follow-on contract would constitute an organizational conflict of interest.

(i) Follow-on effort. (1) 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 shall 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 such products or services.

(2) If the contractor under this contract prepares a complete or essentially complete statement of work or specifications, the contractor shall be ineligible to perform or participate in the initial contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.

§ 20-1.5406 Evaluation, findings, and contract award

The contracting officer will evaluate all relevant facts submitted by an offeror pursuant to the representation requirements of § 20-1.5404(b) and other relevant information. After evaluating this information against the criteria of § 20-1.5403, a finding will be made by the contracting officer whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that conflicts of interest exist, then the contracting officer shall either:

(a) Disqualify the offeror from award,

- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of § 20-1.5411.

§ 20-1.5407 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, the contracting officer determines that such conflicts do, in fact, exist and that it would not be in the best interests of the government to terminate the contract as provided in the clauses required by § 20-1.5405, the contracting officer will take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with § 20-1.5411, neutralize the effects of the identified conflict.

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

The contracting officer shall require offerors and contractors to submit a representation statement in accordance with § 20-1.5404(b) from subcontractors and consultants. The contracting officer shall require the contractor to include contract clauses in accordance with § 20-1.5405 in consultant agreements or subcontracts involving performance of work under a prime contract covered by this subsection.

§ 20-1.5411 Waiver

In the first instance, determination with respect to the need to seek a waiver for specific contract awards shall be made by the contracting officer with the advice and concurrence of the program office director and the Office of Executive Legal Director. Upon the recommendation of the contracting officer, and after consultation with the Office of the General Counsel, the EDO may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

Such action shall be strictly limited to those situations in which:

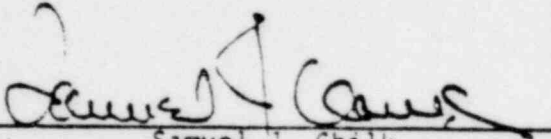
- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and
- (3) contractual and/or technical review and supervision methods can be employed by NRC to neutralize the conflict. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

§20-1.5412 Remedies

In addition to such other remedies as may be permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

Dated at Washington, D.C. this 27th day of March 1979.

For the Nuclear Regulatory Commission

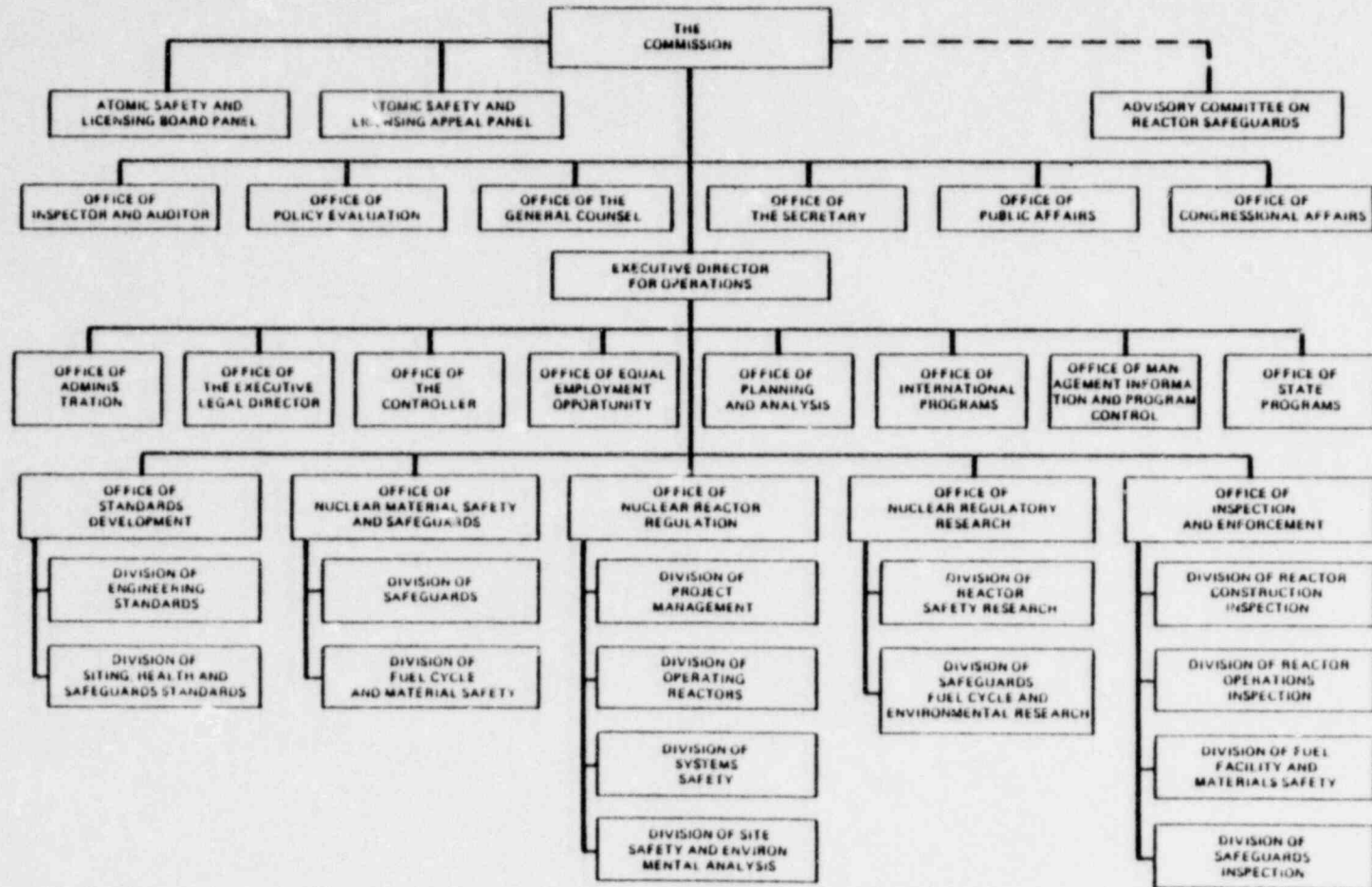


Samuel J. Chilk
Secretary of the Commission

NRC Form 30
(1-76)

U.S. NUCLEAR REGULATORY COMMISSION

ORGANIZATION CHART



REGION I PHILADELPHIA
 REGION II ATLANTA
 REGION III CHICAGO
 REGION IV DALLAS
 REGION V SAN FRANCISCO

PROPOSAL SUMMARY AND DATA SHEET

RFP NO.

RS-ADM-81-379

Official Name and Address of Offeror

Lunsford-McKee & Associates, Inc. P. O. Box 192 Boonsboro, MD 21713

PLACE OF PERFORMANCE (City, County, and State)

Boonsboro Washington County Maryland

TOTAL ESTIMATED TIME REQUIRED TO COMPLETE THE PROJECT 4500 hours	TOTAL ESTIMATED COSTS	1ST YEAR (Detailed budget required) \$148,649.00	4TH YEAR
		2ND YEAR	5TH YEAR
		3RD YEAR	

TYPE OF CONTRACT PROPOSED

- COST REIMBURSEMENT
 COST SHARING
 COST-PLUS-FIXED FEE
 FIXED PRICE
 OTHER

NAME OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE AND SIGN CONTRACTS	TITLE	TELEPHONE NUMBER
R. C. Lunsford III	President	301-432-5748
John W. McKee	Vice President	703-820-6727

NAME OF INDIVIDUAL(S) AUTHORIZED TO EXECUTE AND SIGN CONTRACTS	TITLE	TELEPHONE NUMBER

NUMBER OF EMPLOYEES CURRENTLY EMPLOYED 10	DOLLAR VOLUME OF BUSINESS PER ANNUM \$182,000.00
--	---

Acceptance Period - The offeror agrees to allow _____ days from the date of this proposal for acceptance thereof by the Government (90 days, if not otherwise specified).

NAME AND ADDRESS OF COGNIZANT GOVERNMENT AUDIT AGENCY

NONE

Project Director	TELEPHONE NUMBER	ESTIMATED HOURS WEEKLY
Roy Stapleton	301-258-0166	40
Ci-Project Directors	TELEPHONE NUMBER	ESTIMATED HOURS WEEKLY
Dale Houston	301-946-5372	40

PROPOSAL SUMMARY AND DATA SHEET

RFP NO.

RS-ADM-81-379

Acknowledgment of Amendments - The offeror acknowledges receipt of amendments to the RFP as follows:

Amendment Number	Date	Signature

Subcontractor Information - Furnish name and location of organization, description of services, basis for selection, responsible person employed by subcontractor and cost information.

TECHNICAL PROPOSAL SUMMARY (Attach to this Proposal Summary Data Sheet)

- A. METHODS - (List or summarize the chronological milestones to be reached through the year, upon which further work is based. Outline the basic experimental approaches to be taken to reach these milestones.)
- B. RATIONAL - (Indicate the underlying principles and concepts relevant to this work which would justify taking the proposed approach to meeting the stated objectives of this RFP.)
- C. FACILITIES - (Indicate briefly the quantity and quality of space to be made available for this project.)
- D. OTHER - (Include brief statements of experience and accomplishments of principal investigator and other professional personnel which are germane to the effort proposed. Do not reference technical proposal or curriculum vitae, but abstract the most pertinent information.)