

AUG 20 1982

AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. NRC-10-82-388	2. EFFECTIVE DATE AUG 20 1982	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA No. ADM-82-388	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) RC:md	7. DELIVERY FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP code) Data Composition Services, Inc. 13501 Baltimore Blvd. Laurel, MD 20707	9. DISCOUNT FOR PROMPT PAYMENT
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11. SHIP TO/MARK FOR See Article V	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Resource Management Division of Accounting & Finance, Attn: GOV/COM Accts. Washington, DC 20555
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13. THIS PROCUREMENT WAS ☐ ADVERTISED, ☒ NEGOTIATED, PURSUANT TO: ☐ 10 U.S.C. 2304 (a)(1) ☒ 41 U.S.C. 252 (c)(1)(A)

14. ACCOUNTING AND APPROPRIATION DATA  
B&R No. 48-20-25-614 Appropriation No. 31X0200.402 Amount \$73,620.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>The Government hereby accepts your offer to provide services entitled "NRC Issuances and Indexes" in accordance with your technical proposal dated July 16, 1982 incorporated herein by this reference.</p> <p>Contract Type: Fixed Price Project Officer: Ann Savolainen Contract Negotiator: Ron Coleman</p>				

21. TOTAL AMOUNT OF CONTRACT \$73,620.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration set forth 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 plans, specifications, representations, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	26. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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23. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	27. UNITED STATES OF AMERICA BY <u>M J Mattia</u> (Signature of Contracting Officer)
24. NAME AND TITLE OF SIGNER (Type or print)	25. DATE SIGNED
28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia	29. DATE SIGNED AUG 20 1982

6301200013 820820  
PDR CONTR  
NRC-10-82-388 PDR

<b>SOLICITATION, OFFER AND AWARD</b>		3. CERTIFIED FOR MATERIAL DEFENSE UNDER DPM REG. 1 AND/OR DMB REG. 1 RATING		4. PAGE 1 OF 1	
1. CONTRACT (Proc. Inv. Cont.) NO.		2. SOLICITATION NO. RFP RS-ADM-82-388		5. DATE ISSUED 6/25/82	
6. SIGNED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		7. ADVERTISED OFFER <input type="checkbox"/> NEGOTIATED OFFER <input checked="" type="checkbox"/>		8. REQUISITION/PURCHASE REQUEST NO. RFPA No. ADM-82-388	
9. CODE		10. ADDRESS OFFER TO (If other than block 7) Same As Block 7			

In advertised procurement offer and offer shall be construed to mean bid and order.

## SOLICITATION

9. Sealed offers in one (1) original copy for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if hand-carried, in the depository located in Room 2223, Air Rights Building until 2:00 PM local time 7/23/82 Bethesda, MD (Hour) (Date)

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

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

(Telegraphic responses are not authorized)

All offers are subject to the following:

1. The Solicitation Instructions and Conditions, SF 33-A, January 1978 edition which is attached or incorporated herein by reference.
2. The General Provisions, SF 32, 7/30/82 edition, which is attached or incorporated herein by reference.

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

FOR INFORMATION CALL (Name &amp; telephone no.) (No collect calls) Mr. Ronald Coleman (301) 492-4210

## SCHEDULE

11. ITEM NO.	12. SUPPLIES SERVICES	13. QUANTITY	14. UNIT	15. UNIT PRICE	16. AMOUNT
SEE PART III OF THIS SOLICITATION PACKAGE					

See continuation of schedule on page 4

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

In compliance with the above, the undersigned agrees, if this offer is accepted within 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 part 8, SF 33-A)

N 10 CALENDAR DAYS 5% N 20 CALENDAR DAYS

N 30 CALENDAR DAYS

N CALENDAR DAYS

17. OFFEROR

CODE

FACILITY CODE

19. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

NAME AND ADDRESS  
Street, city,  
county, state  
and ZIP codeData Composition Services, Inc.  
13501 Baltimore Blvd.  
Laurel, Maryland 20707

R.J. White Vice-President

AREA CODE AND TELEPHONE NO.

301-953-3196

\* See below

19. SIGNATURE

20. OFFER DATE

☐ CHECK IF OFFEROR ADDRESS IS DIFFERENT FROM ABOVE - SEE ADDITIONAL INSTRUCTIONS IN SCHEDULE

## AWARD (To be completed by Government)

21. ACCEPTED AS TO ITEM NUMBERED 1 - 4		22. AMOUNT \$73,620.00		23. ACCOUNTING AND APPROPRIATION DATA B&R No. Appn. No. 48-20-25-614 31X0200.402	
24. SUBMIT INVOICES (If code 48-20-25-614 is specified) TO ADDRESS SHOWN IN BLOCK		25. NEGOTIATED PURSUANT TO X 41 U.S.C. 252(a)(1)		26. UNITED STATES OF AMERICA Washington, DC 20555	
27. ADMINISTERED BY 28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia		29. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Resource Management Attn: Gov/Comm. Division of Accounting & Finance Accounts BY (Signature of contracting officer)			

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

# REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

REPRESENTATIONS (Check or complete all applicable boxes or blocks)

The offeror represents as part of his offer that

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

He ☒ is, ☐ is not a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that if 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 1.15.)

## 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 Maryland.

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

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

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

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

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

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

OFFEROR'S NO.

52-109-5548

PARENT COMPANY'S E.I. NO.

## 7. EQUAL OPPORTUNITY

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

(b) The bidder (or offeror) represents that (1) he ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60.1 and 60.2) or (2) he ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

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

### 1. BUY AMERICAN CERTIFICATE

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

EXCLUDED END PRODUCTS

U.S.

COUNTRY OF ORIGIN

U.S.

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

The bidder or offeror certifies as follows:

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

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

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

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

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

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

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

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

(b) Each person signing this offer certifies that:

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

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

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

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). *NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001*

Continued on Page 4

ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	1	7/1/82		

*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 (1-12.100)

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.

9. CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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

The award to Data Composition Services, Inc. of a contract or the modification of an existing contract does / / or does not /X/ involve situations or relationships of the type set forth in 41 CFR 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 NPC in the evaluation of proposals. If the NPC 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.

## SOLICITATION INSTRUCTIONS AND CONDITIONS

**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 submission 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 earlier 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 claim 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. Any 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.

35-451, the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20310, 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.



PART II

SOLICITATION INSTRUCTIONS AND CONDITIONS (Continued)

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

8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS (FPR 1-3.802-2(b))

(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 day 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;

(3) It is the only proposal received; or

(4) It offers significant cost or technical advantages to the Government, and it is received before a determination of the competitive range has been made.

(b) Any modification of a proposal is subject to the same conditions as in (a) of this provision.

(c) 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 of proposal 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.

(d) Notwithstanding (a) and (b) 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.

(e) 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.

## PART II

### 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 fixed price requirements 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 shall be completed between 14 to 15 months after effective date of contract.

#### 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 September 17, 1982.

#### 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. 5) 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 V, Attachment No. 5)

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. Formal notification of nonselection will not be made until a contract has been awarded.

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, two (2) 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

*All Pages*. 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) One (1) original signed copy of this solicitation package. All applicable sections must be completed by the offeror.
  - (2) One (1) original and four (4) copies of the "Price Proposal" shall be submitted in accordance with the guidelines set forth in the paragraph below entitled, "Business Management Requirements."
  - (3) One (1) original and four (4) 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. Price Schedule

The offeror shall utilize Article I - Supplies/Services and Prices, under Part III - Contract Schedule, in submitting the fixed prices for Items A through D for both the initial and option years.

Price will be evaluated on reasonableness and validity.

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.

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.

9. 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 price. 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 and otherwise personnel to be utilized in the performance of any resulting contract. Include educational background, and specific pertinent work experience.
- d. Discuss support personnel and facilities available to assist the professional and otherwise 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.

## 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/price relationship is most advantageous to the Government; and who is considered to be responsible within the meaning of Federal Procurement Regulation 1-1.12.

\*\*\* Although price will be a factor in the evaluation of proposals, technical merit in (list technical evaluation criteria) will be more significant factors in the selection of a contractor. Further, 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 price and technical standpoint.
- c. A separate price analysis will be performed on each price proposal.
- d. In making the above determination, a best-buy analysis will be performed taking into consideration the results of the technical evaluation, price analysis, and ability to complete the work within the Government's required schedule.
- e. Proposals will be evaluated in accordance with the following weighted factors, listed in the order of their relative importance:

Weights  
(Based on 100 Points)



Weights  
(Based on 100 Points Scale)

Factors

Weights

1. Qualifications of Personnel

- |  |    |
|--|----|
| a. Are indexers adequately qualified and experienced in legal indexing?  | 20 |
| b. Are proofreaders adequately qualified and experienced in technical and legal work?  | 15 |
| c. Are typesetters adequately qualified and experienced in photocomposition?   | 10 |
| d. Are the managers experienced in directing exacting work of this type and knowledgeable of technical and legal publications? | 5  |

2. Equipment

- |  |    |
|--|----|
| a. Is photocomposition equipment available and adequate?   | 20 |
| b. Is equipment available to accept kevstrokes by telecommunications?  | 15 |
| c. Is pickup and delivery service available?   | 5  |
| d. Does sample of photocomposition meet requirements for superscripts, subscript symbols, footnotes, type styles and format? | 10 |

16. Sample Submission

Samples of phototypesetting must be submitted, including symbols, superscripts, subscripts, footnotes, and type styles and formats specified in exhibits.

17. Separate Charges

Separate charges, in any form, are not solicited. Proposals containing any charges for discontinuance, termination or failure to exercise any option are not solicited and will be rejected.

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					
1.	Preparation of camera-ready copy of issuances including, (1) acceptance of keystrokes, (2) check of keystrokes against manuscript and correction as needed, (3) preparation of photocomposed page proofs including addition of cite page numbers and cross reference page numbers, (4) proofreading of page proofs, (5) delivery of a copy of the proofread and corrected page proofs to NRC, (6) making of corrections and changes required by NRC (see item 3 for allowance for author's alterations), and (7) preparation and delivery of camera-ready copy to NRC.	6,000 camera-ready pages/yr		\$ 8.50	\$51,000.00
2.	Development of Indexes and preparation of composed camera-ready copy, including (1) proofreading and checking for accuracy, and (2) making corrections and changes required by NRC. See item 3 for allowance for author's alterations.	450 camera-ready pages/yr		\$ 50.00	\$ 22,500.00
3.	Allowance for Author's Alterations (changes, additions, or deletions), including all steps in item 1 or 2. Base price on recomposed page.	10 per issuances or index		\$ 1.00	\$ 120.00 (Est. 12 Issuances)
4.	Provision of list of index terms to NRC. NRC may not request more than twice a year.	As required		\$ N.C.	\$ N.C.
Total Estimated Contract Amount					\$73,620.00

CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D.

PAGE 1 OF

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Option Year</u>					
1.	Preparation of camera-ready copy of issuances including, (1) acceptance of keystrokes, (2) check of keystrokes against manuscript and correction as needed, (3) preparation of photocomposed page proofs including addition of cite page numbers and cross reference page numbers, (4) proofreading of page proofs, (5) delivery of a copy of the proofread and corrected page proofs to NRC, (6) making of corrections and changes required by NRC (see item 3 for allowance for author's alterations), and (7) preparation and delivery of camera-ready copy to NRC.	6,000 camera-ready pages/yr		\$ 9.00	\$ 54,000.00
2.	Development of Indexes and preparation of composed camera-ready copy, including (1) proofreading and checking for accuracy, and (2) making corrections and changes required by NRC. See item 3 for allowance for author's alterations.	450 camera-ready pages/yr		\$ 55.00	\$ 24,750.00
3.	Allowance for Author's Alterations (changes, additions, or deletions), including all steps in item 1 or 2. Base price on recomposed page.	10 per issuance or index		\$ 1.50	\$ 180.00 (Est. 12 Issuances)
4.	Provision of list of index terms to NRC. NRC may not request more than twice a year.	As required		\$ N.C.	\$ N.C.
Total Estimate for the Option Year					\$ 78,930.00



## ARTICLE II - STATEMENT OF WORK

### A. Background

The U. S. Nuclear Regulatory Commission is required by Section 552(a)(2) the Freedom of Information Act (5 U.S.C. (a)) to comply with the following:

(2) Each agency, in accordance with published rules, shall make available for public inspection and copying--

(A) final opinions, including concurring and dissenting opinions as well as orders, made in the adjudication of cases;

...Each agency shall also maintain and make available for public inspection and copying current indexes providing identifying information for the public as to any matter issued, adopted, or promulgated after July 4, 1967, and required by this paragraph to be made available or published. Each agency shall promptly publish, quarterly or more frequently, and distribute (by sale or otherwise) copies of each index and supplements thereto. ... A final order, opinion, statement of policy, interpretation, or staff manual or instruction that affects a member of the public may be relied on, used, or cited as precedent by an agency against a party other than an agency only if --

- (i) it has been indexed and either made available or published as provided by this paragraph; or
- (ii) the party has actual and timely notice of the terms thereof.

The issuances to be printed and indexed are those of the Commission, the Atomic Safety and Licensing Appeal Boards, the Atomic Safety and Licensing Boards, Administrative Law Judges, Directors' Decisions under Sec. 2.206 and Denials of Petitions for Rulemaking.

Digests and indexes for these issuances are intended to serve as a guide to the issuances. Information elements common to the cases heard and ruled upon are:

1. Case name (owner(s) of facility)
2. Full text reference (volume and pagination)
3. Issuance number
4. Issues raised by appellants
5. Legal citations (cases, regulations, statutes and others)
6. Name of facility, Docket number
7. Subject matter of issues and/or rulings
8. Type of hearing (for construction permit, operating license, etc.)

## ARTICLE II - STATEMENT OF WORK (Continued)

9. Type of issuance (memorandum, order, decision, etc.)

In the indexes these information elements are displayed in one or more of five separate formats, arranged as follows:

Case Name Index  
Digests and Headers  
Legal Citations Index (cases, regulations, statutes, and others)  
Subject Index  
Facility Index

The work outlined here, in order of priority, consists of the following:

- a. Composition and delivery of camera-ready copy of monthly issuances in CY 1982 and 1983, beginning with July 1982 and ending with June 1983.
- b. Preparation of indexes, and delivery of camera-ready copy of indexes covering the periods July-September 1982, July-December 1982, January-March 1983, January-June 1983, using the present format and subject headings with additional headings as determined by the indexer and user.

### B. Objectives

The objective of this contract is to provide timely and complete preparation of camera-ready copy of the monthly issuances and quarterly and semiannual indexes to the monthly issuances of the Commission, the Atomic Safety and Licensing Appeal Boards, the Atomic Safety and Licensing Boards, the Administrative Law Judges, Directors' Decisions and Denials of Petitions for Rulemaking. This contract requires one year of issuances and two quarterly and two cumulative semiannual indexes with an option for an additional year of issuances and indexes.

## ARTICLE III - Tasks To Be Accomplished and Specifications For Composition

### A. Preparation of Camera-Ready Copy of Issuances

1. Accept transmitted keystrokes. Transmission will be from IBM System 5520 or IBM Display Writer. The System 5520 is bisynchronous, protocol 2770, speed 2400 baud. The Display Writer is asynchronous TTY, 300-1200 baud or bisynchronous, 2400 baud. The protocols are 2770, 2780,

A. Preparation of Camera-Ready Copy of Issuances (Continued)

and 3780. For both the Display Writer and the 5520, a half duplex line may be used, but IBM suggests full duplex to decrease line interference. A switched line or a leased line may be used. There is serial interface.

2. Compare transmitted keystrokes with hard-copy manuscript to insert symbols or any other wordage lost in transmission, make any changes indicated on hard copy, and insert format keys. See Exhibits 1 and 2 for format, type style, and type sizes.

The following format and text conventions apply:

- a. The leading above a boldface heading is to be greater than the leading below such a header.
- b. Use turnovers on headings so that headings are not set margin to margin. First line of heading is to be longer than succeeding lines.
- c. Proper names may be hyphenated at the end of a line, but such hyphenation should be avoided where possible.
- d. Hyphens may be used at the end of a page, but such hyphenation should be avoided where possible.
- e. No paragraph or heading should end with only a number on the last line. For example, the following is not permissible:  
.....Unit  
2.
- f. Section symbol is set closed up to the following number.
- g. For footnotes continued on a following page, add "(continued)" at the end of the first page but not at the beginning of the following page.
- h. Use paragraph indentation for footnotes and no leading. Use paragraph indentation for quotations within footnotes and no leading. Use leading in footnotes only if required for tables and figures.
- i. Tables are not set using computer format. Set according to instructions given. Size for reduction if necessary. Provide numbered page for insertion of reduced table.
- j. Figures, if any, will be full page. Provide a numbered page for the figure with the figure title in place, centered with the last line on the last line of the page.
- k. Pagination will be continuous for January through June issuances, starting with page 1, and for July through December issuances, starting with page 1.
- l. Headnotes are inserted before appearances or the

### ARTICLE III (Continued)

- first text heading, such as "Initial Decision," "Memorandum and Order," etc. Headnotes will usually be transmitted to Contractor some days after transmittal of the opinion. Contractor is responsible for getting the correct opinion and headnote together.
- m. Follow the manuscript copy verbatim wherever symbols are used; i.e., if the copy shows an ampersand, use an ampersand; if copy shows a section symbol, use the symbol; if the copy spells section, spell section; if the copy abbreviates section (Sec., sec., secs.) use the form that is in the manuscript.
  - n. Where an asterisk is used in the manuscript copy, follow the handwritten instructions on the manuscript; do not replace the asterisk with a number. Footnotes will continue to be numbered consecutively throughout each issuance.
  - o. Use the same size of type for dissenting opinions as for decisions.
  - p. When completing the references, do not add the word "at" or the letters "p" or "pp." Follow the manuscript exactly.
  - q. When the abbreviated form of a word appears in the manuscript, do not complete the spelling of the word; print the abbreviated form.
  - r. The issuances have already been made a part of the record and therefore should not be changed in any way by rearranging or modifying sentence structure, grammar, punctuation, or capitalization. Misspelled words are to be corrected, but alternate spellings of words may not be substituted. If the review of the text required by the contract indicates the possibility of inadvertent omissions in the transmission, the possible omission should be queried to the Project Officer.
  - s. Use graphics only for varying leading to resolve page makeup problems. If resolution moves material from one page to another, page recomposition is required.
- 3. Compose issuances (by phototypesetting), justify margins, align indentations, paginate, enter headnotes where indicated, and enter page numbers in citation headings and cross references in text. Use Times Roman type style for headings and Helvetica type style for text.
  - 4. Prepare Tables of Contents. All applicant, licensee and petitioner names are to be in alphabetical order by type of issuance on contents page. See Exhibit 3.



5. Proofread for correctness of text and format.
6. Deliver a copy of the page proofs to the Project Officer. Composition, format, text, table, and proofreading errors found in page proof must be corrected by Contractor at no expense to NRC. The cost of changes not attributable to contractor errors may be billed to NRC as author's alterations at rate established in contract.
7. Make all indicated corrections and changes before preparation of camera copy. Such corrections and changes may not be made by graphics because the copy used for indexing must be the same as the camera copy.
8. Deliver camera copy consisting of text and table of contents to Project Officer. The cover, title page, front matter and divider pages will be added by NRC.
9. Make changes in camera copy after printing, if requested by Project Officer, to prepare copy for use again in six-month compilation. Such changes will be minor.

B. Development of Indexes and Preparation of Camera-Ready Copy

1. Maintain the available list of subject terms used in indexing the issuances and add to them as new terms are developed in indexing new issuances. NRC may request a copy of the current list of subject terms a maximum of two times during a year (four times during two-year contract).
2. Indexes to be developed are:

- Case Name
- Digest and Headers
- Issuances of Nuclear Regulatory Commission
- Issuances of the Atomic Safety and Licensing  
Appeal Boards
- Issuances of Atomic Safety and Licensing Boards
- Issuances of Administrative Law Judges
- Directors' Decisions
- Denials of Petitions for Rulemaking
- Legal Citations
  - Cases
  - Regulations
  - Statutes
  - Others
- Subject
- Facility

Case Name Index. The case name index is an alphabetical arrangement of the facility owners or petitioners for the individual issuances. Each facility owner or petitioner listing is followed by an alphabetical breakdown by type(s) of hearing in order of issuance number. These separate entries are further defined by type of issuance, docket number, issuance number, and full text reference. (See Exhibit 4)

Digest and Headers. Digests shall be separated according to the issuance source and be presented in issuance-number order. Each issuance is identified by a header containing the following information: issuance number, case name, facility name, docket number, type of hearing, date of issuance, and type of issuance.

The header precedes the digest. The digest is a brief narrative of the legal issue followed by its resolution, and any references used in resolving the issue. If a given issuance covers more than one issue, separate digests are provided for each issue and are designated alphabetically. (See Exhibit 5)

Legal Citations Index. The legal citations index is an alphabetical list of cases, statutes and others cited in the issuances. The legal citations index for regulations is a numeric listing which follows the Code of Federal Regulations format. The references to cases, regulations, statutes and others are generally followed by phrases that show the application of the citation in the particular issuance. These phrases are followed by the issuance number and the full text reference. (See Exhibit 6)

Subject Index. Subject words and/or phrases, arranged alphabetically indicate the issues and subjects covered in the issuances.

The subject headings are followed by phrases that give specific information about the subject, as discussed in the issuance being indexed. These phrases are followed by the issuance and the full text reference. Cross references are provided between related subject headings. Synonyms are provided with "see" references to the subject headings and are used in an inverted form to group like information. For example: "Atomic Safety and Licensing Board, Jurisdiction" instead of "Jurisdiction of Atomic Safety and Licensing Board;" "Time, Extension" instead of "Extension of Time;" and "Effluents, Radioactive" and "Effluents, Thermal" instead of "Radioactive Effluents" and "Thermal Effluents." (See Exhibit 7)

Facility Index. The facility index consists of an alphabetical arrangement of facility names from the issuances. The name is followed by docket number, type of hearing or petition, date, type of issuance, issuance number, and full text reference. (See Exhibit 8)

3. Camera-ready copy of the indexes and the front matter (proof-read and checked for accuracy) is to be supplied for the quarters January through March and July through September and for the semiannual periods January through June and July through December. The cover, title page and dividers will be added by NRC.

#### ARTICLE IV - Deliverable Items and Delivery Schedule

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Schedule for Delivery</u>
1.	Keystrokes and manuscript	As required	NRC to Contractor: Keystrokes and manuscript transmitted as completed during month. All issuances are due to Project Officer by the 10th working day of following month and will be transmitted as received. Issuances may not include headnotes; that is, headnotes may be transmitted separately with instructions for coordinating with appropriate issuance.
2.	One copy of proofread and corrected page proof of monthly issuances.	As required	Contractor to NRC: Within 20 working days of receipt of last issuance for applicable month, if manuscript pages do not exceed 300. Add one working day for each 15 manuscript pages in excess of 300. For manuscripts in excess of 600 pages, the schedule will be mutually agreed to.
3.	Page proof approved or marked for corrections and changes	As required	NRC to Contractor: Page proof will be returned to contractor approved or marked for corrections and author's alterations, if any. Time of return will not be firmly scheduled but page proofs will receive priority attention.



Item	(Continued) Description	Quantity	Schedule for Delivery
4.	Camera-ready copy of monthly issuances	As required	Contractor to NRC: Camera-ready copy with all page proof corrections and changes made to be delivered to NRC within 5 working days of receipt of page proof copy.
5.	Camera-ready copy of quarterly indexes	As required	Contractor to NRC: Within 14 working days of delivery of camera-ready copy of the issuances for the last month of the applicable calendar quarter.
6.	Camera-ready copy of semiannual indexes	As required	Contractor to NRC: Within 20 days of receipt of last issuance for applicable semiannual period.
7.	Corrected or changed camera-ready pages for semiannual cumulation.	As required	NRC to Contractor: as required Contractor to NRC: as agreed upon at time of request.
8.	Index terms - list	As required	Contractor to NRC: Within 2 working days of request by NRC. NRC may not request more than twice a year.

#### ARTICLE V - Place of Pickup and Delivery

The items required shall be picked up at and delivered to:

U.S. Nuclear Regulatory Commission  
Landon Building, Room 212  
7910 Woodmont Avenue  
Bethesda, MD 20014  
Attention: Vicki Yanez

The mailing address is

U.S. Nuclear Regulatory Commission  
Landon Building, Room 212  
Washington, D.C. 20555  
Attention: Vicki Yanez

#### ARTICLE VI - PERIOD OF PERFORMANCE

The period of performance shall be from August 21 1982 through satisfactory completion of deliverables for 12 issuances and two quarterly and two semiannual indexes, which shall be completed by November 18, 1982.<sup>2</sup>

#### ARTICLE VII - PAYMENT

- A. In the absence of a discount, the contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty (30) days after submission or date of delivery, whichever is later, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted (ARTICLE I), as herein provided.
- B. The contractor's invoice or public voucher shall be submitted in accordance with the attached billing instructions for Fixed Price Contracts and Purchase Orders.

#### ARTICLE VIII - TOTAL AMOUNT OF CONTRACT

The estimated fixed price amount of this contract for the delivery and acceptance of the supplies stipulated in ARTICLE I is \$ 73,620.00.

#### ARTICLE IX - INSPECTION AND REVIEW OF WORK

##### A. Prior to Delivery

The Nuclear Regulatory Commission reserves the right to make periodic on-site inspections in accordance with the General Provision, entitled "Inspection." It shall be expressly understood that such inspections shall not constitute acceptance by the Government of any part of the work, but shall be for the purpose of providing coordination and technical guidance in interpretation of technical requirements.

##### B. After Delivery

1. All inspections, acceptance, and rejection decisions shall be made at destination by the Project Officer or his authorized representative.
2. Upon receipt of all deliverable items, the Project Officer or his authorized representative shall inspect each item for compliance with the specifications contained herein.
3. Acceptance or rejection of deliverable items shall be made in writing by the Project Officer within 10 calendar days after receipt of said deliverable items from the contractor. In the event of rejection of any portion of the work, completion of corrected items shall be received within 5 calendar days after receipt of notice of rejection. Final acceptance shall be made in writing only after the work has been corrected to the extent that it conforms to the specifications contained herein and has been approved by the Project Officer. The contractor shall be notified of final acceptance within 10 calendar days after receipt of the corrected items.

#### ARTICLE X - PRESERVATION/PACKAGING/PACKING

All materials to be picked up and delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and/or damages due to hazards of shipment, handling, and storage. Such packaging shall be accomplished in such a manner as to insure safe delivery at destination.

#### ARTICLE XI - GOVERNMENT FURNISHED MATERIALS

NRC will supply double-spaced typewritten manuscript copy of the issuances to the contractor. The schedule for delivery of these will vary, but should be complete by the 15 of the month after the date of the document. The issuances will be transmitted as received and the headers to be inserted will usually follow at a later date.

NRC will transmit keystrokes by telecommunication from IBM 5520.

The current list of subject terms will be provided to the contractor when the contract is granted.

One copy of each monthly printed issuance and each index will be sent to the contractor. In addition, the contractor will be given one copy of each issuance for the three months preceding the granting of the contract and one copy of the latest issued index.

#### ARTICLE XII - SPECIAL REQUIREMENTS

- A. The Contractor must be able to receive keystrokes by telecommunication from IBM 5520.



ARTICLE XIII-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 XIV - PROJECT OFFICER

Ann Savolainen 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.

#### ARTICLE XV - CEILING PRICE

The estimate for performing the work under this contract is \$73,620.00. The amount presently obligated by the NRC for such performance is \$73,620.00. The obligated ceiling specified above may be increased by the contracting officer by written notice to the Contractor. The contractor shall not be obliged to continue performance of services by virtue of which the government's obligation hereunder would exceed such ceiling amount set forth, unless and until the contracting officer shall have notified the contractor in writing that such maximum amount has been increased and shall have specified in such notice a revised maximum amount. When to the extent that the maximum set forth has been increased, any expenses incurred by the contractor in excess of such ceiling prior to the increase shall be allowable to the same extent if such expenses had been incurred after such increase in the ceiling.

#### ARTICLE XVI - SERVICE CONTRACT ACT WAGE DETERMINATION

The following U.S. Department of Labor Determination Registers are hereby incorporated by reference and attached hereto as Attachment 6.

Wage Determination No.

Date

80-1294 (Rev. - 3)

July 6, 1981

#### ARTICLE XVII - OPTION

The NRC may request the contractor to provide one year of additional services in accordance with Article I and at the prices set forth in Part II under Supplies/Services and Prices. The contracting officer may exercise this option by giving written notice of the Government's exercise of such option to the contractor not later than the last day of the term of the contract. The contracting officer may give preliminary written notice of an intent to exercise such option within thirty days prior to the last day of the term of the contract; such preliminary notice shall not be construed as an exercise of the option. If the Government exercises such option, the total duration of this contract, including the exercise of any option under this clause, shall not exceed thirty (30) months.

#### ARTICLE XVIII - Noncompliance

Noncompliance with the shipping schedule or a product judged by the Contracting Officer as not meeting the requirements of the contract will be cause to withhold payment from the contractor until he is judged by the Contracting Officer to have established adequate production controls, scheduling facilities, and quality inspection procedures to fulfill the requirements. Excessive errors in proof-reading, format, and indexing can result in cancellation of the contract.

## ARTICLE XIX - ALTERATIONS IN CONTRACT

The following alterations have been in the General Provision of this contract:

FPR Changes and NRC Additions to Standard Form 32, General Provisions attached hereto and forming a part of this contract, is further modified as follows:

<u>Clause Deleted</u>	<u>Clause Substituted</u>	<u>Title</u>
12	44	Disputes
22	41	Utilization of Labor Surplus Area Concerns
32	None	Preference for U.S. Flag Air Carriers

## ARTICLE XX - ADDITIONAL PROVISIONS AND CLAUSES

The following additional provisions and clauses, if checked, which are attached or incorporated herein by reference will form a part of any resulting contract unless otherwise noted:

<u>No.</u>	<u>Title</u>	<u>Date</u>
<input type="checkbox"/>	Utilization of Women-Owned Business Concerns	
<input checked="" type="checkbox"/>	Service Contract Act of 1965, As Amended	1965
<input checked="" type="checkbox"/>	Government-Furnished Property (short form)	



## PART IV

### LIST OF ATTACHMENTS AND EXHIBITS

#### A. Attachments

NRC Contractor Organizational  
Conflicts of Interest (41 CFR Part 20)

Attachment 1

NRC Organization Chart

Attachment 2

Wage Determination No. 80-1294 (Rev. - 3)  
Dated July 6, 1981

Attachment 3

General Provisions

Attachment 4

Proposal Summary and Data Sheet

Attachment 5

#### B. Exhibits

Exhibit 1

Exhibit 2

Exhibit 3

Exhibit 4

Exhibit 5

Exhibit 6

Exhibit 7

Exhibit 8

Bidding Instructions for Fixed Price Contracts  
and Purchase Orders

Attachment 6