

AWARD/CONTRACT

1. CONTRACT (Page, Inst. Ident.) NO. NRC-33-83-451		2. EFFECTIVE DATE 10/1/82	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA No. ORM-83-451	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 <input checked="" type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS Computer Systems Support Corporation 9112 Gaither Rd. Gaithersburg, MD 20877		9. DISCOUNT FOR PROMPT PAYMENT 1/2% 20 days
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12		

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of Resource Management ATTN: Mr. Charles Johnson Washington, DC 20555	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Div. of Accounting and Finance, ORM ATTN: GOV/COM ACCOUNTS SECTION 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)

FIN	B&R	AMOUNT
8174	80-20-25-01	\$19,390.00

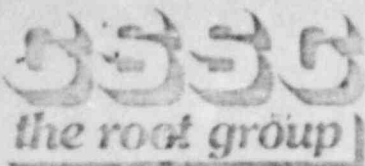
15. ITEM NO.	16. SUPPLIES / SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	NRC hereby accepts your bid under Invitation For Bid No. RS-ORM-83-451 and incorporates your letter dated 9/9/82 herein. Additionally, the following is hereby incorporated; A) Under Article IX - Project Officer, insert the name "Charles Johnson" in the first sentence. B) Under Article XIII - Contract Ceiling Amount, insert the figure \$19,390.00" at the end of the first sentence.				

21. TOTAL AMOUNT OF CONTRACT \$19,390.00
 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 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. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>RS-ORM-83-451</u> , 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)
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24. NAME AND TITLE OF SIGNER (Type or print) 8210190010 820923 PDR CON/R NRC-33-83-451 PDR	25. DATE SIGNED	28. NAME OF CONTRACTING OFFICER (Type or print) M.J. Mattia	29. DATE SIGNED SEP 23 1982
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COMPUTER SYSTEMS SUPPORT CORPORATION

9112 GAITHER ROAD
GAITHERSBURG, MARYLAND 20877
301/424-7870

September 9, 1982

Mr. Mark Flynn
Bid Opening Officer
U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, D.C. 20555

Re: Solicitation No. RS-ORM-83-451, On-Call Maintenance
for NRC Computer Peripheral Equipment

Dear Mr. Flynn:

Computer Systems Support Corporation does hereby formally submit the following revision to the above referenced Invitation for Bid.

Part III, Article I, Item #1; last sentence of the last paragraph is deleted in its entirety, thus the paragraph reads as follows:

The On-Call Maintenance Hourly Charges shall include travel costs to and from the site. Charges shall be computed to the nearest one-half hour. The hourly charges shall commence when the Contractor's service employee arrives at the designated NRC service point and ends upon completion of the repair effort at the designated NRC service point.

Although the above is a formal revision of the text, there will be no alterations, adjustments or changes to the quoted rates or totals provided within this Invitation for its effective term or Option Year.

Should you have any questions or require any further information please do not hesitate to contact either Valerie Swartzwelder or myself.

Sincerely,

Lloyd E. Root, Jr.
President

LER:vs

SOLICITATION, OFFER AND AWARD

3. CERTIFIED FOR NATIONAL DEFENSE UNDER DPS REG. 1 AND/OR DMS REG. 1 RATING

4 PAGE 1 OF

1 CONTRACT (Proc Inst Ident) NO

2 SOLICITATION NO RS-ORM-83-451
 ADVERTISED (IFB) NEGOTIATED (RFP)

5 DATE ISSUED 6/25/82

6 REQUISITION/PURCHASE REQUEST NO RFPA No. ORM-83-451

7 ISSUED BY U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, DC

8 ADDRESS OFFER TO (If other than block 7)

ORIGINAL

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

Bids in three (3)

SOLICITATION

9. Sealed original signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if handcarried, in the depository located in Rm. 2223, 4550 Montgomery Ave. until 10:00 AM local time 7/27/82 Bethesda, MD 20814 (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:

- 1. The Solicitation Instructions and Conditions, SF 33-A, 1/78 edition which is attached or incorporated herein by reference.
- 2. The General Provisions, SF 32, _____ edition, which is attached or incorporated herein by reference.
- 3. The Schedule included herein and/or attached hereto.
- 4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.

(Attachments are listed in schedule.)

Mr. Mark Flynn, Bid Opening Officer, (301) 492-4800
Ms. Merle Dorsey, Bid Opening Officer's Representative

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

SCHEDULE

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

See continuation of schedule on page 4

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

In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

16. DISCOUNT FOR PROMPT PAYMENT (See par. 9, SF 33-A)
 10 CALENDAR DAYS. 20 CALENDAR DAYS. NET 30 CALENDAR DAYS. CALENDAR DAYS

17. OFFEROR
NAME AND ADDRESS (Street, city, county, State and ZIP code)
COMPUTER SYSTEMS SUPPORT CORPORATION
9112 Gaither Road
Gaithersburg, Montgomery, Maryland 20877-1492
AREA CODE AND TELEPHONE NO ▶ (301) 424-7870

18 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Lloyd E. Root, Jr., President

19 SIGNATURE
20 OFFER DATE
July 8th, 1982

Check if remittance address is different from above - enter such address in Schedule.

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 27
25 NEGOTIATED PURSUANT TO
10 U.S.C. 2304(a) ()
41 U.S.C. 252(c) ()

26 ADMINISTERED BY (If other than block 7)
27 PAYMENT WILL BE MADE BY
U.S. Nuclear Regulatory Commission
Div. of Acctg. & Finance, Office of Resource Mgt.
Attn: GOV/COM Accounts Section
Washington, DC 20555

28 NAME OF CONTRACTING OFFICER (Type or print)
29. UNITED STATES OF AMERICA
BY
(Signature of contracting officer)
30 AWARD DATE

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

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

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

The offeror represents as part of his offer that:

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

He is, is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all 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 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:

N/A

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

C. EMPLOYER'S IDENTIFICATION NUMBER - SEE PAR. 17 ON SF 33-A.	OFFEROR'S E.I. NO.	PARENT COMPANY'S E.I. NO.
52-0997829		

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 50-1 and 60-2) or (2) he has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

CERTIFICATIONS (Check or complete all applicable boxes or blocks)

1. BUY AMERICAN CERTIFICATE

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

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN

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

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 bidder /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 bidder 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 bidder/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 Computer Systems Support Corporation 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 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.

(FPR 1-1.706-9)

10.

**PUBLIC OR PRIVATE ORGANIZATIONS FOR THE
HANDICAPPED OR HANDICAPPED INDIVIDUALS**

(Execute if a small business set-aside is involved and the offeror deems himself to be eligible.)

He is a public or private organization for the handicapped or a handicapped individual, as provided in the Small Business Act, as amended, and the regulations of the Small Business Administration.

The term "public or private organization" is one * * * (i) which is organized under the laws of the United States or of any State, operated in the interest of handicapped individuals, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; (ii) which complies with any applicable occupational health and safety standard prescribed by the Secretary of Labor; and (iii) which, in the production of commodities and in the provision of services during any fiscal year in which it receives financial assistance under this subsection, employs handicapped individuals for not less than 75 per centum of the man-hours required for the production or provision of the commodities or services. * * * (15 U.S.C. 638(h)(1)(A))

The term "handicapped individual" means a * * * person who has a physical, mental, or emotional impairment, defect, ailment, disease, or disability of a permanent nature which in any way limits the selection of any type of employment for which the person would otherwise be qualified or qualifiable * * *. (13 CFR 118.2(f))

[End of Notice]

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 7 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 initiated 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 1-3.302-2(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. 351-357) 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.

PART II (continued)

8. Notice to Bidders20. Notice of Requirement to Certify Nonsegregated Facilities

Bidders are cautioned as follows: By signing this offer, the bidder will be deemed to have signed and agreed to the provision of the "Certification of Nonsegregated Facilities" contained on page 3 of this solicitation. Failure of the bidder to agree to the certification of nonsegregated facilities may cause his bid to be rejected as non-responsive.

21. Bid Identification

Mailing envelopes shall be marked with the IFB number as specified on page 1, block no. 2 of this solicitation. The IFB number should also be referenced in your cover letter and on each page of your bid.

22. Cost of Bid Preparation

This solicitation does not commit the Government to pay any costs incurred for the preparation of bids or for any studies or analysis that may be conducted in the preparation thereof; nor is the Government committed to procure or contract for the articles or services described under Part III of this solicitation.

23. Size, Standard and Product Classification

It has been determined that the material described herein is classified under the Standard Industrial Classification Manual as no. 7379 and that the firms average annual receipts over the previous three years do not exceed 7 million dollars to be considered a small business.

24. Award Notification

All bidders will be notified of their final selection or nonselection as soon as possible following the completion of the formal NRC bid opening and subsequent detailed examination of bids and conduct of responsibility checks. Formal notification of nonselection to unsuccessful bidders will be made following contract award to the successful bidder.

25. Type of Contract and General Provisions

It is contemplated that a fixed price requirements time and materials type contract will be awarded. In addition to the special provisions of this IFB, any resultant contract shall include the General Provisions applicable to the selected bidder's organization and to the type contract awarded. Any additional clauses in effect at the time of execution of the resultant contract are hereby included by reference.

26. EVALUATION OF BIDS

Bids in response to this IFB shall set forth full, accurate, and complete information as required herein. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

Bids will be evaluated for purposes of award by first ascertaining the sum of the proposed total amount of the item specified in Article I, contained on Page 19 of this solicitation. To this "Total Bid Amount" will be applied any due consideration for discounts offered in Block No. 16 on Page 1 of this IFB. (See Part II, A, "Solicitation Instructions and Conditions," "Discounts.") This will constitute the bidder's "final bid amount."

Award will be made to that responsive, responsible bidder within the meaning of Federal Procurement Regulation 1-1.12 whose total bid amount, as set forth by the bidder in the appropriate blank of Page 19 of this IFB, after NRC consideration of any applicable discount, constitutes the lowest overall evaluated final contract price to the Government based upon the requirements as set forth in the schedule.

Separate charges, in any form, are not solicited. Bids containing such charges for discontinuance, termination, failure to exercise an option, or for any other purpose will cause the bid to be rejected as nonresponsive.

A preaward onsite survey of the bidder's facilities, equipment, etc., in accordance with FPR 1-1.1205 -- may be made by representatives of the Commission for the purpose of determining whether the bidder is responsible within the meaning of FPR 1-1.12 and whether the bidder possesses qualifications that are conducive to the production of work that will meet the requirements, specifications, and provisions of this contract. Also, if requested by the Commission, the prospective contractor may be required to submit statements within 72 hours after such request concerning their ability to meet any of the minimum standards set forth in FPR 1-1.1203.

Notwithstanding Part II, A, Paragraph 10, Award of Contract, the award of any contract resulting from this solicitation will be made on an "all or none" basis.

Prices for the option year are requested and should be filled in on the appropriate page. Those prices will not be considered for the initial award of the contract, but shall be evaluated if and when the Commission decides to exercise its option.

27. Nondiscrimination Because of Age (FPR 1-12.1001)

It is the policy of the Executive Branch of the Government that (a) Contractors and Subcontractors engaged in the performance of Federal contracts 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 qualification, 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 upon a bona fide occupational qualification, retirement plan, or statutory requirement.

28. Listing of Employment Openings (FPR 1-12.1102-2)

Bidders and offerors should note that this solicitation includes a provision requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$2,500.00 or more.

29. Commitment of Public Funds

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this procurement. Any other commitment, either explicit or implied, is invalid.

30. Bidder Qualification and Past Experience

Bidder shall list three (3) previous/current contracts for the same or similar products: This information will assist the Contracting Officer in his/her Determination of Responsibility. Failure to provide this information will not necessarily result in an unfavorable Determination of Responsibility.

- (1) Contract No.: NRC-10-79-395 "On-Call Maintenance for NRC
Computer Peripheral Equipment"
Name and address of
Government Agency or
Commercial Entity: U.S. Nuclear Regulatory Commission
Bethesda, Rockville, and Silver Spring, Maryland
and Washington, D.C.
Point of Contact and
Telephone Number: Charles R. Johnson, ADPS/ADM
(301) 492-8311
- (2) Contract No.: DCOONABOSAC00044 "On-Call/Scheduled/Preventive
and Depot Maintenance"
Name and address of
Government Agency or
Commercial Entity: U.S. Department of Commerce
National Oceanic & Atmospheric Administration
National Environmental Satellite Services
FB #4, Room 0239
Suitland, Maryland 20233
Point of Contact and
Telephone Number: Mr. Hugh McCullough - S11121
(301) 763-1501
- (3) Contract No.: N00600-80-C-B740 "On-Call and Preventive Maintenance
on Computer Equipment"
Name and address of
Government Agency or
Commercial Entity: Naval Regional Contracting Office
Washington Navy Yard, Bldg. 196
Washington, D.C. 20374
Point of Contact and
Telephone Number: Lieutenant Jenkins
(202) 433-4445

Additional information will be supplied to the Contracting Officer upon request.

31. Notice of Total Small Business Set-Aside

A. General. Bids or proposals under this/procurement are solicited only from (1) small business concerns and (2) eligible organizations for the handicapped and handicapped individuals under the Small Business Act. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity; or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns, or in the interest of assisting eligible organizations for the handicapped and handicapped individuals. Bids or proposals received from others will be considered nonresponsive.

9. Definitions. The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns: provided, that this additional requirement does not apply in connection with construction or service contracts.

32. Minimum Bid Acceptance Period

Bids offering less than 90 days for acceptance by the Government from the date set for opening will be considered nonresponsive and will be rejected.

33. Site Inspection

Offerors may inspect the site(s) where services are to be performed to satisfy themselves as to all general and local conditions that may affect the cost and performance of the contract to the extent that such information is reasonably obtainable.

The Government assures that the equipment will be in good operating condition (acceptable for Original Equipment Manufacturer's (OEM) maintenance) prior to assumption of maintenance by the successful offeror. The offeror will be afforded the opportunity to perform a full inspection of all available equipment.

Prior to each visit, consent should be obtained from Mr. Mark J. Flynn on 301/492-4800. In no event will a failure to inspect the site or equipment constitute grounds for a claim after award of the contract. Any costs connected with the inspection(s) will be borne by the offeror.

CONTINUATION SHEET

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Part III - CONTRACT SCHEDULE				
	ARTICLE I - SUPPLIES/SERVICES/PRICES				
1.	The Contractor shall provide on-call maintenance for the U.S. Nuclear Regulatory Commission's computer peripheral equipment as specified in accordance with Article II - Descriptions/ Specifications.				
		ESTIMATED			
		OF HRS.			
	On-Call Maintenance Charges:				
	8:00 AM to 5:00 PM - Monday through Friday estimated number of calls 120 - 2 hrs. per call.	240	hr.	\$ 45.00 (per hr.)	\$ 10,800.00
	5:00 PM to 12:00 PM - Monday through Friday estimated number of calls 2 - 1 hr. per call.	2	hr.	\$ 50.00 (per hr.)	\$ 100.00
	12:00 PM to 8:00 AM - Monday through Friday estimated number of calls 2 - 1 hr. per call.	2	hr.	\$ 55.00 (per hr.)	\$ 110.00
	SATURDAYS - estimated number of calls 2 - 1 hr. per call.	2	hr.	\$ 60.00 (per hr.)	\$ 120.00
	SUNDAYS AND HOLIDAYS - estimated number of calls 2 - 1 hr. per call.	2	hr.	\$ 60.00 (per hr.)	\$ 120.00
	Depot Rates - estimated number of calls 2 - 2 hrs. per call.	4	hr.	\$ 35.00 (per hr.)	\$ 140.00
	Parts: Estimated Cost of Parts	1	lot	estimate	\$ 8,000.00
	The On-Call Maintenance Hourly Charges shall include travel costs to and from the site. Charges shall be computed to the nearest one-half hour. The hourly charges shall commence when the Contractor's service employee arrives at the designated NRC service point and ends upon completion of the repair effort at the designated NRC service point. Charges apply with a two (2) hour minimum per call, plus \$.25 per mile, plus parts.			Total	\$ 19,390.00

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	OPTION YEAR				
	The Contractor shall provide on-call maintenance for the U.S. Nuclear Regulatory Commission's computer peripheral equipment as specified in accordance with Article II - Descriptions/ Specifications.	ESTIMATED # OF HRS.			
	On-Call Maintenance Charges:				
	3:00 AM to 5:00 PM - Monday through Friday estimated number of calls 120 - 2 hrs. per call.	240	hr.	\$ 50.00 (per hr.)	\$ 12,000.00
	5:00 PM to 12:00 PM - Monday through Friday estimated number of calls 2 - 1 hr. per call.	2	hr.	\$ 55.00 (per hr.)	\$ 110.00
	12:00 PM to 8:00 AM - Monday through Friday estimated number of calls 2 - 1 hr. per call.	2	hr.	\$ 60.00 (per hr.)	\$ 120.00
	SATURDAYS - estimated number of calls 2 - 1 hr. per call.	2	hr.	\$ 65.00 (per hr.)	\$ 130.00
	SUNDAYS AND HOLIDAYS - estimated number of calls 2 - 1 hr. per call.	2	hr.	\$ 65.00 (per hr.)	\$ 130.00
	Depot Rates - estimated number of calls 2 - hrs. per call.	4	hr.	\$ 40.00 (per hr.)	\$ 160.00
	Parts: Estimated Cost of Parts	1	lot	estimate	\$8,000.00
	The On-Call Maintenance Hourly Charges shall include travel costs to and from the site. Charges shall be computed to the nearest one-half hour. The hourly charges shall commence when the Contractor's service employee arrives at the designated NRC service point and ends upon completion of the repair effort at the designated NRC service point. Charges apply with a two (2) hour minimum per call, plus \$.25 per mile, plus parts.			Total	\$20,650.00

Article II - Descriptions/Specifications

1. The contractor shall provide on-call maintenance which shall include all necessary maintenance labor, documentation, repair parts, maintenance supplies, tools, test equipment, transportation, and their related services at the prices shown in the schedule for the equipment listed below and any other subsequent additions or deletions.

UNIT NUMBER

DESCRIPTION

1	Texas Instruments - Model 733 ASR
2	Texas Instruments - Model 733 RO
3	Texas Instruments - Model 735
4	Texas Instruments - Model 745
5	Texas Instruments - Model 787
6	Texas Instruments - Model 763
7	Texas Instruments - Model 820 KSR
8	Texas Instruments - Model 810 RO
9	OMRON - Model 8025A
10	OMRON - Model 8025AG
11	RAMTEK - Model 8025AG
12	Delta Data - Model 4000
13	Hazeltine 2000 and Printer
14	Computer Device - Model 1132P
15	Dec Writer II
16	NCR 260-5
17	A/J - Model 832
18	A/J - Model 630
19	Tektronix - Model 4006-1
20	Tektronix - Model 4014-1
21	Tektronix - Model 4051
22	Tektronix - Model 4054
23	Tektronix - Model 4953
24	Tektronix - Model 4662
25	Tektronix - Model 4641
26	Tektronix - Model 4631
27	Tektronix - Model 4923
28	Tektronix - Model 4924
29	WANG with CRT and Teleprinter
30	Zeta Corp. - Model 180
31	Centronix - Model 102AL
32	General Electric - Model 300
33	General Electric - Terminet 12000
34	Hewlett Packard - Model 2621P
35	Hewlett Packard - Model 2645A
36	Computer Transceiver Corp. - Execport 3000
37	DIABLO Systems Inc. - Model 1650
38	DIGILOG Electronics Corp. - Model 33
39	GENCOM/VARIAN-EMI - Model 300Q with Feed Platen
40	Bell and Howell - TD 2903-4B-Auto Tape Degausser
41	Data Device - Mark IV Tape Cleaner
42	AJ - Model 520
43	AJ - Model 8622

2. Location of Equipment

Bethesda, Rockville, Silver Spring, Maryland and Washington, DC.

3. Principal Period of Maintenance

8:00 am to 5:00 pm.

4. Period of Life on Equipment

Six (6) years.

5. Estimated Number of Calls and Response Time

Twenty (20) per month. Response time within eight (8) hours.

6. The estimated number of calls above are estimated only and may not reflect the actual quantities which may be required pursuant to the foregoing. Such estimated quantities 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 above requirements fail to materialize in the quantities estimated, such failure shall not constitute grounds for equitable adjustments. If the above requirements exceed the estimated quantities, additional funds will be provided by unilateral modification to the contract at the rates specified.

7. All services under this contract are to be performed by competent personnel, experienced and highly qualified to provide required services in accordance with the best commercial practices, without unnecessary delays or interference with Government functions.

8. All documentation, software manuals, diagnostic routines and any other aids (hereinafter called documentation) necessary to perform maintenance under this contract, shall be furnished by the Contractor whose property it shall remain. The Government, as a party to the contract, shall not be required to aid in the acquisition of documentation necessary to perform under the contract for the term of the contract.

ARTICLE III PERIOD OF PERFORMANCE

The period of performance shall begin on the effective date of this contract and expire twelve (12) months later.

ARTICLE IV - OPTION TO EXTEND THE PERIOD OF PERFORMANCE

This contract may be extended for a period of one (1) year at the unit prices set forth under Article I at the option of the Government by the Contracting Officer 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; provided that such notice shall have no effect if given less than thirty (30) days prior to the Contracting Officer has given preliminary written notice of an intent to exercise such option at least thirty (30) 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, and will not bind the Government to exercise 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 two (2) years.

Article V - Payment

- A. Payments shall be made in accordance with Clause 7 of the General Provisions entitled "Payments" and as follows upon the submission of properly certified invoices or vouchers approved by the Contracting Officer or his Authorized Representative:

Hourly Rate

(1) The amounts computed by multiplying the appropriate hourly rate, or rates, set forth in the Schedule 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), to the Contracting Officer or his designee. 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 each substantiated voucher, the Government shall, except as otherwise provided in the contract, and subject to the provisions of (e) below, make payment thereon as approved by the Contracting Officer.

Overtime

(2) 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 reimbursable only to the extent the overtime is approved by the Contracting Officer.

Material

(3) The Contractor shall, to the extent of his ability, procure materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials, and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of such benefits, it shall promptly notify the Contracting Officer to that effect, and give the reason therefor. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of resulting scrap when the amount of such scrap is appreciable, commissions, and other amounts which have been accrued to the benefit of the Contractor, or would have so accrued except for the fault or neglect of the Contractor. Such benefits lost through no fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

Article VI - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services performed under this contract will take place monthly at the installation site by the contracting officer's authorized representative.

Article VII - ORDERING PROCEDURESORDERING

(a) The Contractor shall accept oral orders under this contract placed by the Contracting Officer or the Contracting Officer's Authorized Representative. Orders may be issued under this contract from the effective date of contract through its expiration.

(b) All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order.

(c) When an oral order is placed, a repair order shall be "issued" for purposes of this contract at the time the Government telephonically contacts the Contractor.

ORDERING PROCEDURES

(a) Unless otherwise authorized by this contract, orders will be placed telephonically to the contractor specifying the contract number, make, model and serial number of equipment, manufacturer and description of problem, if known.

(b) The Contractor shall prepare his regular commercial repair orders and invoices in such manner and form as to eliminate the need for Government written orders and other documentation.

(c) Invoices shall be submitted in quadruplicate monthly for each order covering amounts claimed to be due for services rendered and costs incurred hereunder. There shall be a lapse of no more than ninety days between performance and submission of invoices. Each such invoice shall be accompanied by a copy of the repair order signed and certified by the Contracting Officer or his duly authorized representative.

(d) Invoices covering items provided at cost will be subject to audit by the cognizant audit agency and payment will be made in such amount as is determined to be due and owing.

ARTICLE VIII - BILLING INSTRUCTIONS

General. The Contractor shall submit invoices or vouchers as prescribed herein. Invoices or vouchers for payment showing the contract number, shall be submitted on a monthly basis for services rendered during a complete calendar month and shall be payable to the Contractor on receipt of invoice at the address shown on the invoice. Invoices shall show a breakdown of all work orders performed and identify the services furnished, item number and subitem number, and the number of copies and the rate stipulated in the contract. Payment will be made in accordance with the terms, conditions and prices stipulated in the contract, less deductions, if any.

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 once per month reflecting a breakdown of total number of hours, or portions thereof worked during that period and all costs for parts. These hours and parts shall be supported by work receipts.

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) Payee'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 20555. (ii) Address 2 copies to: U.S. Nuclear Regulatory Commission, Attn: E. L. Halman, Director, Division of Contracts, Washington, D.C. 20555. (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, quantity, unit price, and total amount.

(g) 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 IX - 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.

ARTICLE X - SUBCONTRACTS FOR WORK OR SERVICES

No contract shall be made by the Contractor with any other party for furnishing any of the work or services required herein without the prior written approval of the Contracting Officer. This provision shall not be construed, however, as requiring the prior approval of contracts of employment between the Contractor and personnel assigned by the Contractor to provide services hereunder.

* To be incorporated into any resultant contract.

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE VIII 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.
- 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 XII - Service Contract Act Wage Determination

The following U.S. Department of Labor Wage Determination Register is hereby incorporated by reference and attached hereto as an attachment to this contract:

Wage Determination No.

Date

79-1187 (Rev. 1)

June 17, 1980

Article XIII - Contract Ceiling Amount

The amount of funds currently available for performance under this contract is *. This ceiling may be increased by the Contracting Officer at his discretion from time to time by written notice to the Contractor.

Article XIV - Availability of Funds

Funds are not presently available for this procurement. The Government's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for payment of any money shall arise unless and until funds are made available to the Contracting Officer for this procurement and notice of such availability, to be confirmed in writing by the Contracting Officer, is given to the Contractor.

Article XV - General Provisions

The General Provisions (Attachment 3) are hereby incorporated by this reference into the contract.

*To be incorporated into any resultant contract