



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

NOV 14 1990

OFFERORS:

SUBJECT: REQUEST FOR PROPOSAL NO. RS-IRM-91-183 ENTITLED "ADVICE AND ASSISTANCE TO MICROCOMPUTER AND LAN USERS"

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

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

The solicitation package is enclosed. If you desire to respond, your proposal should address the proposal requirements set forth in Section L of the solicitation. All proposals will be evaluated against the evaluation criteria shown in Part IV, Section M.

If you have any questions concerning the requirements of this solicitation, please contact Mrs. Helen Hagey, Contract Negotiator, on (301) 492-9449 (collect calls will not be accepted).

Sincerely,

*Elois J. Wiggins*  
Elois J. Wiggins  
Contracting Officer

Enclosed:  
As Stated

9102060410 901127  
PDR FDIA  
RUCHMAN90-508 PDR

B/3

## SOLICITATION, OFFER AND AWARD

Page 1

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-IRM-91-183	4. TYPE OF SOLICITATION ( ) SEALED BID (IFB) (X) NEGOTIATED (RFP)
5. DATE ISSUED NOVEMBER 14, 1990	6. REQUISITION/PURCHASE REQ. NO. IRM-91-183	
7. ISSUED BY CODE  ATTN: RS-IRM-91-183 U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 1; P-1020 Washington, DC 20555	8. ADDRESS OFFER TO  Offer must be addressed as shown in Item 7. Hand-carried offers (Including Express Mail and delivery services) must be delivered to the address in Item 9.	

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

## SOLICITATION

9. Sealed offers for furnishing the services or supplies in the schedule are due at 3:30 PM, Washington, DC local time on 12/14/90. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in Item 7. All hand-carried offers including those made by private delivery services (e.g. Federal Express and Airborne Express) must be delivered to 7920 Norfolk Avenue, Bethesda, Maryland 20814 and received in the depository located in Room P-1011. NRC is a secure facility with perimeter access-control and NRC personnel are not available to receive hand-carried offers except during normal working hours, 7:30 AM - 4:15 PM, Monday through Friday, excluding federal holidays. Offerors should be aware that many private carriers only make deliveries to the mail room. All offerors should allow extra time for internal mail distribution.

Offerors should clearly identify the RFP number on the outside wrapper. IFB's should have affixed the Optional Form (OF) 13, "Sealed Bid Label," on the outside wrapper.

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

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

10. FOR INFORMATION	A. NAME:  CALL: Helen Hagey	B. TELEPHONE NO. (Include Area Code)  (NO COLLECT CALLS) 301-492-9449
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EXCEPTION TO STANDARD FORM 33 (REV. 4-85)

Prescribed by GSA  
FAR(48 CFR) 53.214(c)



X SEC	11. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
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K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS
_____ %	_____ %	_____ %	_____ %

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
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15A. NAME AND ADDRESS OF OFFEROR	CODE   _____	FACILITY   _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include Area Code)	15C. CHECK IF REMITTANCE ADDRESS IS ( ) DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
--	---

17. SIGNATURE:	18. OFFER DATE:
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

( ) 10 U.S.C. 2304(c)( ) ( ) 41 U.S.C. 253(c)( )

23. SUBMIT VOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
--	------

24. ADMINISTERED BY CODE _____ (If other than Item 7)	25. PAYMENT WILL BE MADE BY CODE _____  U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555
--	--

26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

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B.1 PROJECT TITLE

The title of this project is as follows:

ADVICE AND ASSISTANCE TO MICROCOMPUTER AND LAN USERS

(End of Clause)

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

Maintain a fully-staffed ITS Support Center to provide continuous microcomputer service in the following areas: (1) end-user support for microcomputer hardware and vendor software; (2) vendor software installation and deinstallation services; and (3) microcomputer programming for ITS Support Center systems. These services are to be performed for both stand-alone and LAN environments.

(End of Clause)

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

a. The total estimated cost to the Government for full performance of this contract is \_\_\_\*\_\_\_, of which the sum of \_\_\_\*\_\_\_ represents the estimated reimbursable costs, and of which \_\_\_\*\_\_\_ represents the fixed fee.

b. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

c. The amount presently obligated by the Government with respect to this contract is \_\_\_\*\_\_\_.

d. It is estimated that the amount currently allotted will cover performance through \_\_\_\*\_\_\_.

(End of Clause)

## SECTION C - DESCRIPTION/SPECIFICATION /WORK STATEMENT

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### C.1 BACKGROUND

The United States Nuclear Regulatory Commission's (NRC) headquarters is located in several different buildings in the Washington, D. C., metropolitan area. The locations of these buildings are shown in Table 1 of this Section C. The Information Technology Services (ITS) Support Center, with locations in the Phillips and White Flint buildings, provides technical support for the NRC's personal computer (PC) users (hereafter referred to as "users.") These support services are rendered through the use of contractor personnel as defined in this Statement of Work (SOW). The ITS Support Center supports approximately 1800 IBM or IBM-compatible PCs. These microcomputers exist in either stand-alone or local-area-networked (LAN) environments.

Other NRC ADP equipment includes a network of IBM 5520 and Displaywriter word processing systems. A current NRC procurement action, entitled "Agency Upgrade of Technology for Office Systems (AUTOS)", will provide for the establishment and implementation of LAN configurations to replace IBM 5520 and Displaywriter word processing systems as well as existing stand-alone PC units. The Contractor shall note that this AUTOS effort is not related to the Statement of Work under this contract.

In addition, the Contractor shall also note that PC software training is provided by the ITS Training Laboratory under a separate contract and is therefore not related to the Statement of Work under this contract.

### C.2 CONTRACT OBJECTIVE

The purpose of this contract is to maintain a fully-staffed ITS Support Center to provide continuous microcomputer service in the following areas: (1) end-user support for microcomputer hardware and vendor software (Task One); (2) vendor software installation and deinstallation services (Task Two); and (3) microcomputer programming for ITS Support Center systems (Task Three). These services are to be performed for both stand-alone and LAN environments.

### C.3 DELINEATION OF TASKS/SCOPE OF WORK

Immediately upon execution of the contract, the NRC Project Officer will conduct an initial orientation briefing for all Contractor personnel performing work under this contract to provide guidance on NRC policies as well as operation procedures. It is estimated that the duration of the briefing will be no

longer than one full day. The Contractor shall be responsible for briefing all subsequent replacement personnel.

For performance of all of the tasks hereunder, the Contractor is required, and limited, to support and utilize only that software and hardware identified in Table 2 of this Section C. At any time during the performance of this contract, the NRC reserves the right to make changes to the software and hardware identified in Table 2 in this Section C.

Requests for support of new software packages, with supporting technical information, will be submitted to the Contractor by the NRC Contracting Officer via modification to the contract sixty days in advance of the time that the software support is required. The addition of new software is generally limited to vendor upgrades or newer versions of existing packages; e.g., upgrading dBase III Plus to dBase IV.

The necessity of placing additional personnel on the contract to support these modifications is not anticipated. It shall be the responsibility of the Contractor to provide or obtain training for their personnel whenever new hardware or software is added to Table 2 under this contract. The full cost of such training is the sole responsibility of the Contractor. Support of new software packages is expected to be at a level of knowledge sufficient to respond to features and interface considerations with other supported software and hardware within sixty days of contract modification.

It shall also be the responsibility of the Contractor to assure that its staff maintains current knowledge of microcomputer technology through formal class training or seminars and reading current literature, especially as it relates to the NRC as described in this Section C. The full cost of such training is the sole responsibility of the Contractor.

#### C.3.1. TASK ONE: END USER SUPPORT

The Contractor shall perform microcomputer end-user support services for the NRC by providing expert technical advice and assistance to NRC staff, who have various levels of PC experience, on the NRC's microcomputer hardware and software (identified in Tables 2(a) and 2(b) of this Section C). The Contractor shall also have available for its use the software tools identified in Table 2(c). While end-user support of the microcomputer software tools identified in Table 2(c) shall not be provided by the Contractor, the NRC shall provide the software utilities to assist the Contractor in the performance of computer disk management and recovery activities.

The Contractor shall provide Programmer Analysts who possess the basic skills and the level of experience necessary to perform the functional responsibilities outlined in Subsection C.4.4 below. End-user support services to the NRC client are provided through the following four mechanisms:

### C.3.1.a. IRM HOTLINE SUPPORT

Services are provided by the Contractor to the NRC staff via: (1) incoming calls to the ITS Hotline, (2) walk-in visits to the ITS Support Centers, and (3) requests for on-site advice and assistance at the NRC Headquarters locations identified in Table 1. The Contractor shall utilize the NRC shuttle bus for transportation to all Rockville and Bethesda locations. No compensation will be provided to the Contractor for local travel expenses.

The technical advice and assistance effort shall include assisting users with user application design considerations, rectifying faulty design structures in user applications, requirements analysis, conceptual design, and problem resolution techniques. The contractor shall provide advice on the selection of alternative software from Table 2(b) of this Section C for a given application, if appropriate.

If the user's request for advice and assistance is beyond the scope of this contract, the Contractor shall refer the user to the appropriate NRC organizational units or staff as identified in the attached NUREG BR-140, Users Guide to Management Information Services (see Section J).

The Contractor shall maintain a computerized logging system, which identifies dates, end-user problem, solution, and information about the requestor, hardware and software, and referrals (if appropriate). Procedures for operating and maintaining the logging system, as well as supporting the ITS Hotline, are contained in the attached ITS Support Center Standard Operating Procedures (see Section J).

### C.3.1.b. REFERENCE MATERIALS

The Contractor shall maintain the currency and availability of all reference materials associated with the ITS Support Center. These reference materials shall include:

- .all written documentation (i.e., guides, operating procedures, computer system documentation, and informational and resource materials) provided to or developed by the ITS Support Center staff;

- .vendor software tutorials; and

- .the ITS Support Center ADP technical library.

The Contractor shall assure that all ITS Support Center staff are aware of, familiar with, and conversant in the ITS Support Center documentation. The Contractor shall assure that the ITS Support Center staff is briefed on all updates to the documentation, and either provided with a copy or the location of the documentation.



The Contractor shall maintain and make available to the user, upon request, vendor software tutorials located at the ITS Support Center. This software is not available for checkout. A description of the tutorials, including topics covered and running times, is provided in the ITS Support Center Standard Operating Procedures (see Section J).

The Contractor shall manage the ITS Support Center ADP technical library and maintain a computerized inventory system of all library reference materials. The ITS Support Center library has one location. The reference materials are not available for checkout. The library consists of approximately 150 volumes of hardcover/softcover books (increasing by three or four volumes per year) and approximately 35 weekly/monthly periodicals (increasing by one or two per year). Support of the library requires an estimated two hours per week. Procedures for operating and maintaining the computerized inventory system, as well as managing the library, are provided in the ITS Support Center Standard Operating Procedures (see Section J).

#### C.3.1.c. INFORMATIONAL MATERIALS

Upon written request by the NRC Project Officer, the Contractor shall develop and provide informational materials during the period of performance under this contract. The request will be specific as to which of the following informational materials is needed, and will include a mutually agreed-upon due date for the material.

- .Written evaluations of microcomputer hardware and software products including literature searches and software package comparisons, generally will be requested five times per year, at an estimated two work-day effort each.
- .Newsletter articles and technical notes for quarterly submission to the ITS Newsletter, requiring an estimated two work-day effort per submission cycle.
- .Written procedures for the use of products such as computer-based tutorials, software, microcomputers, peripherals and other related equipment at the ITS Support Center, generally will be requested four times per year, requiring an estimated five work-day effort each.
- .Develop and perform formal presentations or demonstrations to users on ITS Support Center or vendor-developed software, including setting up the equipment for demonstrations, generally two times a year, requiring an estimated five work-day effort each.
- .Maintain and update the contents of the microcomputer chapters of the NRC ADP Users Guide, generally one time a year, requiring an estimated three-work day effort.

#### C.3.1.d RESOURCE MATERIALS

Upon written request by the NRC Project Officer, the Contractor shall evaluate various research materials such as books, periodicals, special supplies for the ITS Support Center, computer tutorials, software, and peripheral devices, during the period of performance under this contract. The request will state specifically which research materials are to be evaluated as well as the mutually agreed-upon due date. The Contractor shall develop a set of evaluation criteria for the research material and shall obtain the NRC Project Officer's written approval prior to commencement of the evaluation. Generally, the Contractor shall be required to perform this effort three times a year, requiring an estimated three work-day effort each.

#### C.3.2. TASK TWO: VENDOR AND IRM DEVELOPED SOFTWARE INSTALLATION/DEINSTALLATION SERVICES

The Contractor shall perform software installation and deinstallation of microcomputer-based vendor and IRM developed software identified in Table 2(b) on hardware identified in Table 2(a) in accordance with the attached NRC procedures entitled "Software Installation Guide", in conformance with the attached NRC Computer Software Policy, NRC Manual Chapter 0904-4, and NRC Microcomputer Documentation Standards (see section J). The Contractor shall provide Junior Programmer Analysts who possess the basic skills and the level of experience necessary to perform the functional responsibilities outlined in Subsection C.4.3 below.

#### C.3.3 TASK THREE: MICROCOMPUTER PROGRAMMING

The Contractor shall provide microcomputer programming services to the ITS Support Center. The Contractor shall provide a Systems Analyst/Senior Programmer who possesses the basic skills and the level of experience necessary to perform the functional responsibilities outlined in Subsection C.4.5 below.

The Contractor shall provide continuous operational and maintenance support of all microcomputer systems developed or maintained by the ITS Support Center, including the ITS Calls Logging System and the ITS Library Inventory System, which are currently programmed in dBase III Plus.

Upon written request by the NRC Project Officer, the Contractor shall provide microcomputer programming support services during the period of performance under this contract. The requests will be specific as to which of the following products is needed, as well as the mutually, agreed-upon due date for the products: DOS command files, configuration files, printer tables, script files, programming language subroutines, microcomputer-based systems for use in the ITS Support Center (e.g., enhancements to the ITS Calls Logging System and the ITS Library Inventory System), and macros (developed using vendor software with macro capabilities, including WordPerfect). The products shall be written, documented, and thoroughly tested prior to delivery in conformance with the attached NRC Computer Software Policy, NRC Manual Chapter



0904-4, and NRC Microcomputer Documentation Standards (see Section J).

#### C.4 PERSONNEL, MANAGEMENT AND CONTROL REQUIREMENTS

The Contractor shall provide qualified, competent and fully trained personnel, as discussed below, to perform the microcomputer support activities delineated under this contract. The contractor's personnel shall act in a courteous, responsive, knowledgeable, and professional manner at all times.

The Contractor shall maintain continuous availability of all of the key personnel who are required for successful performance of the work described hereunder. The Contractor shall ensure that the key personnel/backup personnel are committed to perform the services during the NRC's official hours of operation (7:30 A.M. - 4:15 P.M., Monday through Friday, except Federal holidays), including a 45-minute lunch break. The Contractor shall note, however, that the 45-minute lunch break shall be staggered among the personnel supporting Task One (End-User Support) to provide uninterrupted service at both locations for that Task. The 45-minute lunch break shall be taken within the NRC's official time requirements of from 11:30 a.m. until 1:00 p.m.

The Contractor shall refer to Section H.1 - Key Personnel - for the listing of all personnel committed to perform the work under this contract. The Contractor shall assure that all such personnel are provided a copy of the Statement of Work (Section C of this contract) prior to commencement of work on this contract and are familiar not only with the objectives of this contract but also with the basic skills, functional responsibilities and experience required for his/her assigned position. At any time prior to the Contractor's removal of such personnel from this contract, the Contractor shall submit a resume (refer to Table 3) of a replacement to the NRC Contracting Officer for approval and modification to the contract.

The Contractor shall maintain qualified backup personnel so that the continuity of service shall not be disrupted at any time.

The number of each type of personnel and backup personnel, as well as the basic skills, functional responsibilities, and experience of the personnel necessary to operate the ITS Support Centers, are described as follows:

##### C.4.1. ONE PART-TIME PROGRAM MANAGER

The Program Manager is required for up to sixty hours per month and shall work at the Contractor's site. (One backup personnel is required.)

Basic Skills of Program Manager:

- (1) Technical competence in the area of microcomputer software, hardware and hardware peripherals.

- (2) Managerial skills sufficient to train, supervise, delegate to, mediate among, and motivate all levels of personnel, as well as the ability to communicate effectively with upper-level management and with clients or end-users.
- (3) Organizational skills sufficient to achieve efficient use of resources: (a) organize work into measurable tasks; (b) divide work among available personnel to achieve the most efficient use of skills, (c) monitor progress and identify potential problems in a timely manner; and (d) take corrective action if problems arise and adjust the project schedule as required with minimal impact to the government.
- (4) Ability to implement the policies and procedures described in this contract for the successful operation of a microcomputer end-user support center, including delivery of installation/deinstallation services, technical advice and assistance, and development tasks.

Functional Responsibilities of the Program Manager:

- (1) Provides managerial guidance and oversight of overall contract.
- (2) Provides management direction and oversight of the Operations Manager.
- (3) Provides quality control and evaluation of operations activities, including, but not limited to:
  - (a) review, acceptance and concurrence on biweekly project status report, prior to submittal to NRC Project Officer, and staff charges provided by the Operations Manager;
  - (b) monthly/quarterly review of ITS Support Center statistical reports to determine trends, evaluate staff mix and provide any recommendations to Operations Manager.
- (4) Performs budgetary and financial activities, including biweekly submittal of a financial status report, which is incorporated into and supports the project activity charges of the staff.
- (5) Maintains contracted staffing levels and support (backup) personnel.
- (6) Implements and assures currency of company contingency plan for personnel support services.
- (7) Represents corporate management before the NRC when contract issues are raised.
- (8) Meets once a month with the NRC Project Officer for approximately two hours at the NRC facilities to review and discuss project status. No compensation for the Program

Manager's travel expenses for these meetings, or any other NRC site visits, will be made by the NRC.

- (9) Assures that all contract reports (refer to Section F), and all other deliverables specified herein, are provided on time.
- (10) Implements training plan and provides management direction and oversight of individual staff training plans.

#### Experience Requirements of the Program Manager:

- (1) A minimum of eight years data processing experience, including a minimum of five years recent hands-on, work-related experience in the area of microcomputer software, hardware and hardware peripherals as identified in Table 2 in an environment similar to that described in this Statement of Work.
- (2) A minimum of four years Project Management experience in microcomputer end-user support services in an environment similar in structure and definition to the NRC's requirement.
- (3) Experience supporting the ability to apply the organizational skills necessary to operate and manage an end-user support or information center function similar in structure and definition to the NRC's requirement.
- (4) Experience supporting the ability to develop and implement methodologies, policies and procedures for the successful operation of an end-user support center specializing in microcomputer and LAN user support services.

#### C.4.2. ONE FULL-TIME OPERATIONS MANAGER

The Operations Manager is required on a full-time basis and shall work at the NRC's facilities. Two backup personnel are required for this position, one of whom shall be an assigned key personnel for Task One (C.3.1), Task Three (C.3.3), or the Program Manager (C.4.1).

#### Basic Skills of the Operations Manager:

- (1) Technical competence and conversance in the area of microcomputer software, hardware and hardware peripherals.
- (2) Managerial skills sufficient to train, supervise, delegate to, mediate among, and motivate all levels of personnel, as well as communicate effectively with upper-level management and with clients or end users.
- (3) Organizational skills sufficient to achieve efficient use of resources: (a) organize work into measurable tasks; (b) divide work among available personnel to achieve the most efficient use of skills, (c) monitor progress in a timely manner and identify potential problems; and (d) take

corrective action if problems arise and adjust the project schedule as required with minimal impact to the government.

- (4) Ability to implement the policies and procedures described in this contract for the successful operation of a microcomputer end-user support center to include delivery of installation/deinstallation services, technical advice and assistance, and development tasks.
- (5) Consulting skills: ability to determine what resources will be needed to help solve the client's problem; excellent interpersonal communication skills -- listening skills, questioning skills; the ability to get to the heart of matters quickly and tactfully and make clear, concise, persuasive recommendations within prescribed guidance, while reflecting empathy for the user's point of view.
- (6) Written communications skills sufficient to perform, or provide quality control of, technical writing and documentation assignments.
- (7) Knowledge of and experience with software, hardware and hardware peripherals listed in Table 2 of this contract.

#### Functional Responsibilities of the Operations Manager:

- (1) Serves as liaison between Program Manager and project team and on occasion the NRC Project Officer; coordinates and summarizes project status information; makes minor staffing and scheduling decisions; ensures that work is properly executed and documented; and supports methods, policies, and procedures described in this contract.
- (2) Provides managerial guidance and oversight of ITS Support Center operations.
- (3) Oversees daily operation of the ITS Support Center assuring that stations are adequately covered, and, if not, coordinating with the Program Manager to assure coverage.
- (4) Provides management direction and oversight of ITS Support Center staff, including daily accountability of staff hours.
- (5) Provides quality control and evaluation of ITS Support Center products; i.e., checks format, grammar, and technical content (see Subsection C.3.1.c - Informational Materials).
- (6) Provides recommendations to Program Manager and NRC Project Officer for improvements in service delivery.
- (7) Provides biweekly accountability report to the Program Manager identifying on-going activities with status, and staff charges to those activities, which will be incorporated into a financial status report and provided to the NRC.



- (8) Keeps Program Manager informed of impending or unanticipated staff absences to assure that contracted staffing levels are maintained and support (backup) personnel are made available when needed.
- (9) Maintains an awareness of company contingency plan to provide backup personnel support.
- (10) Provides Program Manager with sufficient information to avoid slippage of contract deliverable due dates and keep him/her informed of contract-sensitive issues raised during the course of the workday.
- (11) Meets regularly with the NRC Project Officer to review and discuss project status and obtain technical guidance.
- (12) At least sixty percent of effort is devoted to performing the same functional responsibilities as the Programmer Analysts delineated in Subsection C.4.4 below.
- (13) Monitors levels of the ITS Support Centers' stock of such expendable items as ribbons, diskettes, paper, etc. Within two weeks prior to critical shortages of these items, prepares and submits a request for replacement of such stock to the NRC Project Officer. Under no circumstances shall the Contractor obtain supplies directly from the NRC stockroom.
- (14) Provides and assures accuracy and timeliness of all contract reports (refer to Section F), and all other deliverables specified herein.
- (15) Maintains current knowledge of microcomputer technology specifically relating to the technical areas of responsibility for this position through formal class training or seminars, as well as current books and periodicals.
- (16) Brief all replacement personnel on the NRC policies and operation procedures.

Experience Requirements of the Operations Manager:

- (1) A minimum of eight years data processing experience, including a five years recent hands-on, work-related experience in the area of microcomputer software, hardware and hardware peripherals as identified in Table 2 in an environment similar to that described in this Statement of Work.
- (2) A minimum of four years managerial experience involving microcomputer end-user support services in an environment similar in structure and definition to the NRC's requirements.
- (3) A minimum of three years experience providing short-term user support services involving an end-user support center in a microcomputer environment similar in definition to the NRC's requirements.

- (4) A presentation of past work experience supporting the ability to apply the organizational skills necessary to operate and manage an end-user support or information center function similar in structure and definition to the NRC's requirements.
- (5) A presentation of past work experience supporting the ability to implement and support methodologies, policies and procedures for the successful operation of an end-user support center specializing in microcomputer and LAN support services.

#### C.4.3. TWO FULL-TIME JUNIOR PROGRAMMER ANALYSTS

The two Junior Programmer Analysts are each required on a full-time basis and shall work at the NRC's facilities to perform the work delineated in Subsection C.3.2 - Task Two - Vendor and IRM Developed Software Installation/Deinstallation Services. One backup personnel is required.

##### Basic Skills of the Junior Programmer Analysts:

- (1) Demonstrated technical competence in the area of microcomputer software, hardware and hardware peripherals identified in Tables 2(a) and 2(b).
- (2) Demonstrated analytical and interpersonal skills including the ability to: determine what resources will be needed to help solve the client's problem; get to the heart of matters quickly and tactfully; make clear, concise, persuasive recommendations within prescribed guidance; troubleshoot problems for quick resolution; follow prescribed installation procedures and adhere to standards; perform independent work with minimal supervisory oversight; work under stress; and possess excellent interpersonal communication skills --listening skills, and questioning skills.
- (3) Demonstrated technical competence in the area of microcomputer software, hardware and hardware peripherals, with an emphasis on interrelationships between software and hardware, and demonstrated knowledge of and experience with IBM PC DOS and MS DOS specifically in the areas of subdirectory structures, and file and space allocation.

##### Functional Responsibilities of the Junior Programmer Analysts:

- (1) Provides daily software installation/deinstallation support and documentation.
- (2) Provides support not only for software installation on new equipment, but also for reinstallation of software on existing hardware as well as reconfiguration of existing software as peripherals are added or removed from the machine configuration.
- (3) Performs troubleshooting activities to determine the source of



installed vendor software problems or software/hardware interface problems and resolves or recommends solutions for resolution of these problems.

- (4) Maintains current knowledge of microcomputer technology specifically relating to the technical areas of responsibility for this position through formal class training or seminars, as well as current books and periodicals.

#### Experience of the Junior Programmer Analysts:

- (1) A working knowledge and familiarity with the microcomputer software, hardware and hardware peripherals involving the equipment and software identified in Table 2.
- (2) A minimum of two years recent experience performing microcomputer software installations/deinstallations, with a demonstrated knowledge of and experience with IBM PC DOS and MS DOS (Versions 2.X and 3.X), which shall include knowledge of subdirectory structures, and file and space allocation.
- (3) A presentation of past work experience demonstrating the ability to troubleshoot problems for quick resolution and follow prescribed procedures and adhere to standards.

#### C.4.4. THREE FULL-TIME PROGRAMMER ANALYSTS

The three Programmer Analysts are each required on a full-time basis and shall work at the NRC's facilities to perform the work delineated in Subsection C.3.1 - Task One - End User Support. One backup personnel is required.

#### Basic Skills of the Programmer Analysts:

- (1) Technical competence and ability to converse in the area of microcomputer software, hardware, and hardware peripherals involving the equipment and software identified in Table 2, to provide (a) end-user assistance, and (b) referrals to other NRC staff.
- (2) Consulting skills with an ability to: determine what resources will be needed to help solve the client's problem; work well with others; get to the heart of matters quickly and tactfully; make clear, concise, persuasive recommendations within prescribed agency guidance; work under stress; and possess excellent interpersonal communication skills -- listening skills, and questioning skills.
- (3) Analytical skills sufficient to research data processing literature to resolve or supplement information provided to the client.
- (4) Written communication skills sufficient to perform technical writing and documentation assignments.

- (5) Knowledge of and experience with hardware and software listed in Tables 2(a), 2(b), and 2(c) of this contract.

Functional Responsibilities of the Programmer Analysts:

- (1) Provides short-term user assistance for hardware and software covered by this contract activity.
- (2) Provides phone referrals to ITSS staff and IRM staff responsible for oversight of other areas of microcomputer support; e.g., software installation/deinstallation; hardware and hardware peripheral installation and maintenance; IBM 5520, Displaywriter and terminal maintenance; data communications and support; and referrals to agency components responsible for traditional ADP development and maintenance activities, and those responsible for hardware/software acquisition.
- (3) Works with clients throughout the assistance cycle to solve problems.
- (4) Provides tutoring and coaching of agency end user clients.
- (5) Prepares and conducts presentations and demonstrations of microcomputer products for the NRC staff and prepares technical notes for inclusion in the ITS Newsletter.
- (6) Maintains ITS Support Center documentation and library.
- (7) Maintains current knowledge of microcomputer technology specifically relating to the technical areas of responsibility for this position through formal class training or seminars, as well as current books and periodicals.
- (8) Addresses data security and integrity considerations.
- (9) Maintains current knowledge of microcomputer technology through formal class training or seminars, as well as current books and periodicals.

Experience Requirements for the Programmer Analysts:

- (1) A minimum of eight years data processing experience, including a minimum of four years recent hands-on, work-related experience in the area of microcomputer software, hardware and hardware peripherals involving the equipment and software identified in Tables 2(a), 2(b), and 2(c) (with the exception of a two-year requirement for Harvard Graphics, Fontware's Bitstream, WordPerfect 5.x, and SuperProject Plus) in an environment similar to that described in this Statement of Work.
- (2) A minimum of three years recent experience providing short-term user assistance involving end-user support services in a microcomputer environment similar in definition to the

NRC's.

- (3) Experience supporting the ability to apply good organization, research, writing, and documentation skills necessary to effectively function in an end-user support or information center.
- (4) Experience supporting the ability to implement and support methodologies, policies and procedures for the successful operation of an end-user support center specializing in microcomputers.

#### C.4.5. ONE FULL-TIME SYSTEMS ANALYST/SENIOR PROGRAMMER

One Systems Analyst/Senior Programmer is required on a full-time basis and shall work at the NRC's facilities to perform the work delineated in Subsection C.3.3 - Task Three - Computer Programming. One backup personnel is required.

Basic Skills of the Systems Analyst/Senior Programmer:

- (1) Technical competence and ability to converse in the area of microcomputer software, hardware and hardware peripherals with a strong microcomputer programming background using the software packages listed in Table 2 of this contract on machines listed in Table 2(a) of this contract.
- (2) Programming skills utilizing the programmable software packages identified in Tables 2(b) and 2(d), with emphasis on the following products: LOTUS 1-2-3, WORDPERFECT, CLIPPER, DBASE III PLUS, CROSSTALK XVI, SMARTERM 400, and DOS.
- (3) Organizational and managerial skills sufficient to: (a) organize work into measurable tasks; (b) monitor progress and identify potential problems in a timely manner to the Operations Manager; (c) with Operations Manager's approval take corrective action if problems arise and adjust work schedule as required with minimal impact to daily operations; (d) work independently and successfully accomplish programming assignments in a timely fashion with minimal supervisory oversight; and (e) ability to work under stress.
- (4) Written communication skills sufficient to perform technical writing and documentation assignments, including technical documentation (system and technical notes) and users guides.

Functional Responsibilities of the Systems Analyst/Senior Programmer:

- (1) Provides microcomputer programming development, operational and maintenance support to the ITS Support Center.
- (2) Develops macros for utilization by NRC staff.
- (3) Develops technical notes, procedures, and documentation

describing the use and installation of macros developed by the ITS Support Center for use by NRC staff, as well as articles for the ITS Newsletter.

- (4) Maintains existing computer logging system and ITS library inventory system software code and documentation (currently programmed in dBASE III PLUS).
- (5) Maintains all computer system software code and documentation for products developed or maintained under this contract.
- (6) At least forty percent of effort is devoted to performing or supporting the same functional responsibilities as the Programmer Analysts, delineated in Subsection C.4.4 above.
- (7) Maintains current knowledge of microcomputer technology specifically relating to the technical areas of responsibility for this position through formal class training or seminars, as well as current books and periodicals.

Experience of the Systems Analyst/Senior Programmer:

- (1) A minimum of eight years data processing experience, including a minimum of five years recent hands-on, work-related experience in the area of microcomputer software, hardware and hardware peripherals involving the equipment and software identified in Tables 2(a), 2(b), and 2(c) (with the exception of a two-year requirement for Harvard Graphics, Fontware's Bitstream, WordPerfect 5.x and SuperProject Plus) in an environment similar to that described in this Statement of Work.
- (2) A minimum of four years recent contiguous programming experience with skills in program/system development, operation and maintenance, in a microcomputing environment similar to Table 2. Emphasis is placed on the following software products: LOTUS 1-2-3, WORDPERFECT, CLIPPER, dBASE III PLUS, CROSSTALK XVI, SMARTERM 400, and IBM PC and MS DOS.
- (3) Past work experience (minimum four years) supporting the ability to work independently and successfully accomplish programming assignments in a timely fashion with minimal supervisory oversight.
- (4) Past work experience and technical writing training (minimum four years and at least one formal course) supporting and incorporating both strong technical writing and documentation skills.

TABLE 1  
NRC BUILDING LOCATIONS AND ADDRESSES

Capital Place	80 F Street, N.W. Washington, D. C.
East West/West Towers Building	4350 East West Highway Bethesda, Maryland
Gelman Building	2120 L Street, N.W. Washington, D. C.
Maryland National Bank Building	7735 Old Georgetown Road Bethesda, Maryland
Nicholson Lane Building/North	5640 Nicholson Lane Rockville, Maryland
Nicholson Lane Building/South	5650 Nicholson Lane Rockville, Maryland
One White Flint North	11555 Rockville Pike Rockville, Maryland
Phillips Building	7920 Norfolk Avenue Bethesda, Maryland
Warehouse	5000 Bolling Brook Parkway Rockville, Maryland
Woodmont Building	8120 Woodmont Avenue Bethesda, Maryland
Ford Building	7101 Wisconsin Avenue Bethesda, Maryland



TABLE 2  
HARDWARE AND SOFTWARE

## TABLE 2(a): SUPPORTED MICROCOMPUTER HARDWARE

- . IBM PC/XT/AT and compatibles
- . IBM PS/2 (including microchannel)
- . IBM 286/386 and compatibles, some with expanded or extended memory
- . IBM and compatibles -- portables, Lap-tops, and desk-tops
- . Hardware peripherals (e.g., printers (dot matrix, post script, laserjet), printer font cartridges, print directors, external disk drives, Bernoulli boxes, hardcards, AST boards, etc.)
- . Local Area Networks (currently Novell Token-Ring)

## TABLE 2(b): SUPPORTED MICROCOMPUTER SOFTWARE

- . IBM PC/DOS (Version 2.x and 3.x)
- . MS/DOS (Version 2.x and 3.x)
- . IBM BASIC Interpreter
- . LOTUS (1.x, 2.x and 3.x)
- . dBASE III and dBASE III Plus
- . CROSSTALK XVI (to include IRM developed Profiles and Script files)
- . IBM DISPLAYWRITE 2, 3 and 4
- . IBM 5520 ATTACHMENT PROGRAM
- . SUPERPROJECT PLUS
- . SMARTER 400
- . CHARTMASTER
- . SIGNMASTER
- . DIAGRAMASTER
- . SIDEKICK
- . IBM DISPLAYCOMM
- . WORDPERFECT (Version 5.x)
- . HARVARD GRAPHICS
- . AST RESEARCH, INC. SOFTWARE (SIX PAK PLUS/SUPERPAK)
- . FONTWARE BITSTREAM SOFTWARE (as distributed with WordPerfect 5.x)

## TABLE 2(c): SUPPORT CENTER MICROCOMPUTER SOFTWARE TOOLS

- . NORTON UTILITIES
- . NORTON ADVANCED UTILITIES
- . MACE

## TABLE 2(d): SUPPORT CENTER MICROCOMPUTER PROGRAMMER SOFTWARE TOOLS

- . CLIPPER



## TABLE 3

For all Key Personnel/Backup Personnel, the Contractor shall submit a resume in the following prescribed format:

DATE OF APPLICATION:

NAME:

COMPANY POSITION/TITLE:

AREA OF ACTIVITY:

CITIZENSHIP:

DATE AVAILABLE:

POSITION PROPOSED FOR  
THIS CONTRACT:

START DATE OF DATA PROCESSING EXPERIENCE:

NUMBER OF YEARS EXPERIENCE:

EDUCATION: (COLLEGE/SCHOOL; DATES ATTENDED; DEGREE OR SEMESTER  
HOURS COMPLETED; MAJOR SUBJECTS)

RELATED TRAINING: (INCLUDE RELEVANT INFORMATION FOR TRAINING  
RECEIVED RELATING DIRECTLY TO THE PROPOSED  
POSITION. MUST INCLUDE NAME OF TRAINING  
FACILITY, COURSE TITLE, DATES ATTENDED, AND  
DURATION OF COURSE.)

EXPERIENCE SUMMARY: (A ONE PARAGRAPH SUMMARY OF THE INDIVIDUAL'S  
OVERALL EXPERIENCE AND CAPABILITIES INCLUDING  
KNOWLEDGE AND AN ITEMIZED DELINEATION OF  
EXPERIENCE WITH MICROCOMPUTER HARDWARE,  
SOFTWARE, AND HARDWARE PERIPHERALS, OPERATING  
IN BOTH STAND-ALONE AND LOCAL-AREA-NETWORKED  
ENVIRONMENTS)

CURRENT ASSIGNMENT: (CLIENT; DESCRIPTION OF ASSIGNMENT; NAME AND  
PHONE NUMBER OF THE CLIENT FOR REFERENCE  
CHECKING; ASSIGNMENT START DATE; PERIOD OF  
COMMITMENT)

PREVIOUS EXPERIENCE: (IN REVERSE CHRONOLOGICAL ORDER) (COMPANY OR  
CLIENT; ASSIGNMENT DATES; POSITION TITLE;  
REFERENCE; DESCRIPTION OF WORK PERFORMED)

STATEMENT OF AVAILABILITY: (CURRENT EMPLOYEE OR TO BE PLACED ON  
RETAINER; PERCENTAGE OF TIME TO BE DEVOTED TO  
THIS CONTRACT.)

(End of Clause)

SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

## E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.212-13	AUG 1989	STOP-WORK ORDER ALTERNATE I (APR 1984)

### F.2 PREPARATION OF TECHNICAL REPORTS

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared as specified within the context of the requirement and in accordance with NRC procedural guidance as identified in Section J - ATTACHMENTS of this contract.

(End of Clause)

### F.3 TECHNICAL PROGRESS REPORT

The Contractor shall provide a bi-monthly Technical Progress Report to the Project Officer and the Contracting Officer. The reports are due within three working days of the first and fifteenth of each month and shall coincide with the submittal of the Financial Status Report discussed in Subsection F.4. Each report shall cover the previous two-week reporting period and shall identify the title of the project, the contract number, the project manager, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

- a. Identify the area(s) of day-to-day operations supported by each staff member within each respective task area and any significant problems encountered during the reporting period;
- b. List all site visits performed during the two-week period to include: the name of the staff member, date of the support, and documentation of the activity performed;
- c. Provide the ITS Support Center Hotline, (Statistical) Survey of Requests for Assistance for the biweekly period;
- d. Identify all outstanding assignments (and any new assignments initiated either by the Contractor, with review and

approval by the NRC Project Officer, or the NRC Project Officer) by tracking number, title of assignment, status of assignment, and the following dates: Target, Delivered and Completed, and inform the NRC of any changes to the agreed-upon schedule, giving reasons for changes;

e. Identify by name the on-board staff and any backup support personnel provided during the time period;

f. Provide an accounting of expenditures during the biweekly reporting period, which shall include a daily time sheet for each individual reporting expenditures against the contract identifying: start time, end time, and absence (whether sick or vacation, or, if absence is for any other reason, provide explanation); and

g. Identify any problems or delays encountered or anticipated and recommendations for resolution (if the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact).

(End of Clause)

F.4 FINANCIAL STATUS REPORT (JUNE 1988)  
(OMB CLEARANCE NUMBER 3150-0112)

The Contractor shall provide a bi-monthly Financial Status Report to the Project Officer and the Contracting Officer. The reports are due within three working days of the first and 15th of each month and shall coincide with the submittal of the Technical Progress Report discussed in Section F.3. Each report shall identify the title of the project, the contract number, the project manager, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

- 1) Total Estimated Contract Amount.
- 2) Total Funds Obligated to Date.
- 3) Total Costs Incurred This Reporting Period.
- 4) Total Costs Incurred to Date.
- 5) Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- 6) Balance of Obligations Remaining.
- 7) Balance of Funds Required To Complete Contract/Task Order.
- 8) CSP Status:

(a) Projected Percentage (%) of Completion cumulative through the report period for the Project/Task Order as reflected in the current CSP.

(b) Indicate if there has been a significant change



in the original Contractor Spending Plan (CSP) projection in either dollars or percentage of completion. Identify what the change is, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to this item 8).

9) A revised CSP is required with the Financial Status Report whenever the contractor or the Contracting Officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as backup to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause, FAR 52.232-20, or the Limitation of Funds (LOF) Clause, FAR 52.232-22.

(End of Clause)

#### F.5 PLACE OF DELIVERY--REPORTS (JUNE 1988)

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

- a. Project Officer (2 copies)

\_\_\_\_\_\*\_\_\_\_\_  
 \_\_\_\_\_\*\_\_\_\_\_  
 \_\_\_\_\_\*\_\_\_\_\_  
 \_\_\_\_\_\*\_\_\_\_\_  
 \_\_\_\_\_\*\_\_\_\_\_  
 \_\_\_\_\_\*\_\_\_\_\_  
 \_\_\_\_\_\*\_\_\_\_\_

- b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission  
 Contract Number: \_\_\_\_\*\_\_\_\_\_  
 Division of Contracts and Property Management  
 Contract Administration Branch  
 Washington, D.C. 20555

(End of Clause)

#### F.6 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on \_\_\_\_\*\_\_\_\_ and will expire on \_\_\_\_\*\_\_\_\_\_.

(End of Clause)

## F.7 REPORTS AND DELIVERABLES

In addition to the items listed for the TECHNICAL PROGRESS REPORT, Subsection F.3 above, and for the CONTINGENCY PLAN, Subsection F.10 below, the Contractor shall provide the following reports to the NRC Project Officer (none are required for the NRC Contracting Officer.) These reports, which are generated from the ITS Calls Logging System, are discussed in the ITS Support Center Standard Operating Procedures (see Section J).

## a. DAILY

For all incoming requests of a referral nature, an IRM Hotline User Inquiry/Routing Sheet documenting the request shall be completed immediately and provided to the respective IRM staff member through the NRC interoffice mail system. (1 copy)

## b. WEEKLY

The following reports shall reflect the previous week's activity and be provided by the close of the first business day of each week:

(1) ITS Support Center Hotline Survey of Requests for Assistance for the period Month/Day/Year to Month/Day/Year, and the ITS Support Center Hotline Requests for Assistance for the period Month/Day/Year to Month/Day/Year. (1 copy)

(2) ITSS Open Referral Items Report by ITSS function. (2 copies)

(3) Outside Referral Items Report by IRM Branch. (3 copies)

(4) ITS Support Center Open Items Report. (1 copy)

## c. MONTHLY

The following reports shall reflect the previous month's (and/or year's, as appropriate) activity and be provided by the close of the first business day of each month:

(1) ITS Support Center Hotline (Statistical) Survey of Requests for Assistance for the month. (1 copy)

(2) ITS Support Center Hotline (Statistical) Survey of Requests for Assistance for the calendar year-to-date. (1 copy)

(3) ITS Support Center Statistical Report by Office for the month. (1 copy)

(4) ITS Support Center Statistical Report by Office for the calendar year-to-date. (1 copy)

## d. QUARTERLY

The following reports shall reflect the previous quarter's activity and be provided by the close of the first business day of each calendar-year quarter:

(1) ITS Support Center Hotline (Statistical) Survey of Requests for Assistance for the quarter. (1 copy)

(2) ITS Support Center Statistical Report by Office for the quarter. (1 copy)

e. AS REQUIRED

The Contractor shall respond to requests made by the NRC Project Officer for information and statistics maintained by the Contractor staff. (1 copy)

(End of Clause)

F.8 MEETINGS

The location (at NRC facility), date and time for the following meetings shall be arranged by the NRC Project Officer and shall be mutually agreed upon by both the Contractor and the NRC Project Officer.

- a. The Program Manager for the contract shall meet once a month, with the NRC Project Officer for approximately two hours to review and discuss project status. No compensation for the Program Manager's travel expenses for these meetings, or any other NRC site visits by the Contractor, will be made by the NRC.
- b. The Operations Manager for the contract shall meet once a day, with the NRC Project Officer to receive software installation work orders and/or assignments, review and discuss project status as appropriate, and obtain technical guidance as necessary.
- c. The Operations Manager shall also meet once a week with the NRC Project Officer to discuss assurance of consistency with agency goals and objectives, and to resolve any outstanding problems.

(End of Clause)

F.9 PLACE OF PERFORMANCE

Two contractor staff working on Task One, as discussed in Subsection C.3.1, are required to be physically located in the ITS Support Center located at 11555 Rockville Pike, Rockville, Maryland. The remainder of the contractor staff working on Tasks One, Two or Three, as discussed in Subsections C.3.1, C.3.2 and C.3.3, respectively, and the Operations Manager are required to be physically located in the ITS Support Center located at 7920 Norfolk Avenue in Bethesda, Maryland. The Government will provide

the contractor with desks, chairs, telephones, computer equipment and software. The Program Manager must be able to ensure a prompt response to all requirements, including the capability to attend meetings in the Bethesda area within 4 hours of notification. No additional compensation for local travel will be provided to the contractor for site visits made by the Program Manager.

The ITS Support Centers have been designated as non-smoking areas. Designated smoking areas will be available and identified to the Contractor staff. Food is not to be consumed at the ITS Support Centers. If the staff chooses to eat within the buildings, designated eating areas will be available and identified to the Contractor staff.

(End of Clause)

#### F.10 CONTINGENCY PLAN

The purpose of the Contingency Plan is to provide the NRC with assurance that the Contractor has a viable plan to provide any required backup or replacement personnel so that service will not be interrupted. The Contingency Plan, submitted by the Contractor in its proposal and made a part of this contract, shall be kept consistently updated and current during the period of performance under this contract. One copy of the Contingency Plan shall be submitted to the NRC Project Officer and one copy to the NRC Contracting Officer, whenever the Contingency Plan is updated.

The Contingency Plan shall include:

(1) Names of personnel

a. Junior Programmer Analysts:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_ (Backup)

b. Programmer Analysts:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_ (Backup)

c. Systems Analyst/Senior Programmer:

(1) \_\_\_\_\_

(2) \_\_\_\_\_ (Backup)

d. Program Manager:

(1) \_\_\_\_\_

(2) \_\_\_\_\_(Backup)

e. Operations Manager

(1) \_\_\_\_\_

(2) \_\_\_\_\_(Backup)

(3) \_\_\_\_\_(Backup)

(2) Assigned location for each personnel.

(3) Approach for implementing backup personnel for any scheduled and unscheduled absences.

(4) Approach for implementing personnel replacement, including recruitment procedures. Note that Subsection H.1, "Key Personnel", of this contract shall apply.

(End of Clause)



SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INDIRECT COST RATES (JUNE 1988)

a. Pending the establishment of final indirect rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs as follows:

\_\_\_\*\_\_\_

b. The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the Contractor. It is the Contractor's responsibility to notify the Contracting Officer in accordance with 52.232-20 - Limitation of Cost or 52.232-22 - Limitation of Funds, as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.

(End of Clause)

G.2 PROJECT OFFICER AUTHORITY (JUNE 1988)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: \_\_\_\*\_\_\_

Address: \_\_\_\*\_\_\_  
\_\_\_\*\_\_\_  
\_\_\_\*\_\_\_  
\_\_\_\*\_\_\_  
\_\_\_\*\_\_\_  
\_\_\_\*\_\_\_

Telephone Number: \_\_\_\*\_\_\_

b. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer. The term "Technical Direction" is defined to include the following:

- 1) Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, fills in details or otherwise serves to accomplish the contractual statement of work.
- 2) Provide advice and guidance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
- 3) Review and, where required by the contract, approval

of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

c. Technical direction must be within the general statement of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:

- 1) Constitutes an assignment of additional work outside the general scope of the contract.
- 2) Constitutes a change as defined in the "Changes" clause of this contract.
- 3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- 4) Changes any of the expressed terms, conditions or specifications of the contract.
- 5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

d. All technical directions 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 furnished to the Contracting Officer.

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

f. If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in c 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.

g. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the contract.

h. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken

with respect thereto shall be subject to b2.233-1 - Disputes.

1. In addition to providing technical direction as defined above, 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) Assisting the Contractor in the resolution of technical problems encountered during performance.

3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

#### G.3 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(End of Clause)

#### G.4 BILLING INSTRUCTIONS

The Contractor shall refer to the attachment in Section J entitled "Billing Instructions."

(End of Clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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### H.1 KEY PERSONNEL

The Contractor shall be responsible for maintaining a current Contingency Plan, which is a part of this contract and shall assure uninterrupted service and a smooth transition whenever key personnel replacements and backup personnel assistance are necessary to support this contract.

a. The Contractor shall notify the Contracting Officer prior to making any changes in key personnel. Key personnel are defined as follows:

1. personnel identified in the proposal/Contingency Plan as key individuals to be assigned for participation in the performance of the contract; or
2. personnel whose resumes were submitted with the proposal/Contingency Plan.

b. The Contractor must demonstrate that the qualifications of prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the Contractor has demonstrated to the satisfaction of both the Contracting Officer and the NRC Project Officer that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume in the format prescribed in Section C, Table 3, of this contract, for the proposed substitute and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing. If approved, the Contractor shall be responsible for submitting to the Contracting Officer an updated Contingency Plan reflecting the personnel changes.

d. If the Contracting Officer determines that (1) suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or (2) the resultant reduction of effort would be so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the

Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

(End of Clause)

#### H.2 DISSEMINATION OF CONTRACT INFORMATION (MAR 1987)

The Contractor shall comply with the requirements of the attached NRC Manual Chapters 3202 and 3206 (See Section J for List of Attachments) regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(End of Clause)

#### H.3 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

(End of Clause)

#### H.4 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

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

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



(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 41 CFR §20-1.5402(a).

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

(e) Access to and use of information.

(1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to:

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

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

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

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

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

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

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

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

(h) Waiver. A request for waiver under this clause must be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR §20-1.5411.

(End of Clause)

#### H.5 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination Number which is attached (See Section J for List of Attachments).

(End of Clause)

#### H.6 SITE ACCESS BADGE REQUIREMENTS (JUNE 1988)

During the life of this contract, the rights of ingress and egress for contractor personnel shall be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government, which shall authorize unescorted access to the NRC headquarters buildings. The NRC Project Officer will assist the Contractor in obtaining the badges for the contractor personnel. It is the sole responsibility and requirement of the Contractor to insure that all key and backup personnel are qualified to be badged for unescorted access (i.e., insure that the personnel are U.S. citizens, of sound and moral character, and a viable security risk), and upon issuance that the badges are properly displayed at all times. All prescribed identification shall be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contract personnel must have this identification in their possession during on-site performance under this contract. It is the Contractor's duty to assure the

safeguarding of any Government records or data that contractor personnel may come into contact with. Adherence with special requirements for Foreign Nationals, in accordance with NRC Manual Chapter 2101, Part VII.C is the responsibility of the Contractor.

(End of Clause)

PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

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I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (49 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.209-6	MAY 1989	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	DEC 1989	AUDIT -- NEGOTIATION
52.215-22	APR 1988	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.216-7	APR 1984	ALLOWABLE COST AND PAYMENT
52.216-8	APR 1984	FIXED FEE
52.219-6	APR 1984	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS

52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.228-7	APR 1984	INSURANCE -- LIABILITY TO THIRD PERSONS
52.229-10	OCT 1988	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX
52.232-17	APR 1984	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES
52.233-3	AUG 1989	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.243-2	AUG 1987	CHANGES -- COST-REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	JUL 1985	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.230-3	SEP 1987	COST ACCOUNTING STANDARDS
52.230-4	SEP 1987	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.230-5	SEP 1987	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.246-25	APR 1984	LIMITATION OF LIABILITY --



## SERVICES

I.2 LIMITATIONS ON SUBCONTRACTING  
(FAR 52.219-14) (OCT 1987)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(a) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) SUPPLIES (OTHER THAN PROCUREMENT FROM A REGULAR DEALER IN SUCH SUPPLIES). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) GENERAL CONSTRUCTION. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

I.3 NOTICE OF PARTICIPATION BY ORGANIZATIONS FOR THE  
HANDICAPPED (FAR 52.219-15) (JUN 1989)

## (a) Definitions.

"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.

(b) The Offeror certifies that it is ( ) is not ( ) a public or private organization for the handicapped. An offeror certifying in the affirmative is eligible to participate in any resultant contract as if it were a small business concern.

(c) An Offeror certifying as a public or private organization for the handicapped agrees that at least 75 percent of the direct labor required in the performance of the contract will be performed by handicapped individuals.

"Public or private organization for the handicapped" means one which (1) 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; (2) complies with any

applicable occupational health and safety standard prescribed by the Secretary of Labor, and (3) employs in the production of commodities and in the provision of services, handicapped individuals for not less than 75 percent of the direct labor required for the production or provision of the commodities or services.

(End of Clause)

#### I.4 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work--

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

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

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

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

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

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

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

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

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

(End of Clause)

I.5 SERVICE CONTRACT ACT OF 1965, AS AMENDED  
(FAR 52.222-41) (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves

together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all

employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing



obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the

Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a

substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not



registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of Clause)

#### I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits



payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Program Manager	\$25.82
Operations Manager	\$21.85
Junior Programmer Analyst	\$12.67
Programmer Analyst	\$18.37
Systems Analyst/Senior Programmer	\$18.37

#### I.7 DRUG-FREE WORKPLACE (FAR 52.223-6) (JUL 1990)

(a) Definitions. As used in this clause, "Controlled Substances" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against

employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the

unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

#### I.8 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or unincorporated concern having its principal place of business outside the United States.

##### (a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(2), and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1933 (7 U.S.C. 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on

Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.



(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the contractor:

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-10, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

I.9 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (FAR 52.232-28)  
(APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted,

the Contractor shall designate a financial institution for receipt of electronic funds transfer payment, and shall submit this designation to the Contracting Officer or other Government Official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and the American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payment of amounts otherwise properly due.

(End of Clause)

I.10 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (JUN 1988)

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

(End of Clause)

I.11 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL  
TRANSACTIONS--(FAR 52.203-12) (JAN 1990)

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.



"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.



"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(1)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities

regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those activities expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable.

Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal Contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting

to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certification) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)



PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	Standard Form 1411 with Instructions
4	Contractor Spending Plan (CSP) Instructions
5	Wage Determination
6	NRC Form 89, Copy of "Photo Badge Request"
7	Certificate of Current Cost or Pricing Data
8*	Manual Chapter 0904, "Planning and Control of Automatic Data Processing"
9*	Manual Chapter Bulletin 0904-1, "Policy and Procedures for Acquiring Microcomputer Equipment, Software and Support Services"
10*	Manual Chapter Bulletin 0904-2, "ADP Responsibilities, Planning, Management, and Delivery of System Software Services"
11*	Manual Chapter Bulletin 0904-J4, "NRC Computer Software Policy"
12*	ITS Support Center Standard Operating Procedures
13*	NUREG BR-140 "Users Guide to Management Information Services"
14*	Procedures for Microcomputer Software Installation Support Services
15*	NRC Microcomputer Documentation Standards

\* To be attached with a resultant contract. Should the offeror wish to review these documents, refer to the



subsection in Section L entitled "REFERENCED DOCUMENTS  
AVAILABLE FROM THE NRC PUBLIC DOCUMENT ROOM"

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

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K.1 CONTINGENT FEE REPRESENTATION AND  
AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.)

(1) ( ) has, ( ) has not employed or retained any person or company to solicit or obtain this contract; and

(2) ( ) has, ( ) has not paid, ( ) has not agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of Provision)

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (SEP 1989)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means

a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

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

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- TIN: \_\_\_\_\_
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis. \_\_\_\_\_

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity;
- Not a corporate entity;
- Sole proprietorship;
- Partnership;
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(End of provision)

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY  
MATTERS (FAR 52.209-5) (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(1) The Offeror and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(1)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the



Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

#### K.4 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

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

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

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

(End of Provision)

#### K.5 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(End of Provision)

#### K.6 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1) (FEB 1990)

(a) Representation. The offeror represents and certifies as part of its offer that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small



business concern and that \_\_\_\_\_ all, \_\_\_\_\_ not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in paragraph (a) of this clause in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K.7 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION  
(FAR 52.219-2) (FEB 1990)

(a) Representation. The offeror represents that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small disadvantaged business concern.

(b) Definitions.

Asian Pacific Americans, as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

Indian tribe, as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

Native Americans, as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

Native Hawaiian Organization, as used in this provision, means any community service organization serving Native Hawaiians in, and

chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR part 121.

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

Subcontinent Asian Americans, as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

(End of Provision)

#### K.8 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3) (APR 1984)

(a) Representation. The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business

that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(End of Provision)

K.9 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS  
(FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

K.10 CERTIFICATION OF NONSEGREGATED FACILITIES  
(FAR 52.222-21) (APR 1984)

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

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

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

time periods) it will--

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

(End of Provision)

K.11 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 316 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ( ) has, ( ) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.12 AFFIRMATIVE ACTION COMPLIANCE  
(FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action



programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.13 CLEAN AIR AND WATER CERTIFICATION  
(FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ( ), is not ( ) listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of Provision)

K.14 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE  
(FAR 52.223-5) (JUL 1990)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in



the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contracts of less than 30 calendar days performance duration; but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10

calendar year after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of Clause)

K.15 NOTICE OF RESTRICTIONS ON CONTRACTING WITH  
SANCTIONED PERSONS (FAR 52.225-12) (MAY 1989)

(a) Statutory prohibitions have been imposed on contracting with sanctioned persons, as specified in Federal Acquisition Regulation (FAR) 52.225-13, Restrictions on Contracting with Sanctioned Persons.

(b) By submission of this offer, the Offeror represents that no products or services, except those listed in this paragraph (b), delivered to the Government under any contract resulting from this solicitation will be products or services of a sanctioned person, as

defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in paragraph (d) of the clause at FAR 52.225-13 applies.

Product or service

Sanctioned person

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(List as necessary)

(End of Clause)

K.16 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST  
 REPRESENTATION

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

The award to \_\_\_\_\_ of a contract or the modification of an existing contract does / / does not / / involve situations or relationships of the type set forth in §20-1.5403(b).

(a) If the representation, as completed, indicates that situations or relationships of the type set forth in §20-1.5403(b) are involved, or the Contracting Officer otherwise determines that potential organizational conflicts of interest exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the Contracting Officer. If the Contracting Officer determines that organizational conflicts exist, the following actions may be taken:

- (1) Impose appropriate conditions which avoid such conflicts,
- (2) Disqualify the offeror, or
- (3) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of §20-1.5411.

(b) 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), must 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 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.

(End of Provision)

## K.17 QUALIFICATIONS OF CONTRACT EMPLOYEES (JUNE 1988)

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

(End of Provision)

## K.18 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT (JUNE 1988)

The following representation is required for NRC information and evaluation purposes only. It is not NRC policy to encourage offerors and contractors to propose current/former Agency employees to perform work under NRC contracts.

The offeror hereby certifies that there ( ) are ( ) are not current/former NRC employees who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering or performing any contract, consultant agreement or subcontract resulting from this offer. For each individual so identified, the Technical and Management proposal contains as a separate attachment the name, title, date individual left NRC and a brief description of the individual's role under this proposal.

(End of Provision)

## K.19 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (JAN 1990)

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

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

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

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or



an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

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

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

NOTE: The Offeror shall also refer to Section I for all full-text clauses that may require completion.



SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
TO OFFERORS

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L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	DEC 1989	AMENDMENTS TO SOLICITATIONS
52.215-9	DEC 1989	SUBMISSION OF OFFERS
52.215-10	DEC 1989	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	APR 1984	FAILURE TO SUBMIT OFFER
52.215-16	JUL 1990	CONTRACT AWARD
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
52.222-45	APR 1984	NOTICE OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.222-46	APR 1984	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.237-1	APR 1984	SITE VISIT

L.2 CONTRACTOR ESTABLISHMENT CODE (FAR 52.204-4) (AUG 1989)

In the block with its name and address, the offeror should supply the Contractor Establishment Code applicable to that name and address, if known to the offeror. The number should be preceded by "CEC:" Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system.

The CEC is a 9-digit code assigned to a contractor establishment that contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dun

and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (IN) system.

The Government will obtain a Contractor Establishment Code for any awardee that does not have or does not know its CEC.

(End of Provision)

L.3 FACILITIES CAPITAL COST OF MONEY  
(FAR 52.215-30) (SEP 1987)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

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

(End of Provision)

L.5 SERVICE OF PROTEST (FAR 52.233-2) (NOV 1988)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Elois J. Wiggins

Hand-Carried Address:

U.S. Nuclear Regulatory Commission  
7920 Norfolk Avenue  
Bethesda, MD 20814

Mailing Address:

U.S. Nuclear Regulatory Commission  
Contract Neg. Branch No. 1; DCPM

Mail Stop P-1020  
Washington, DC 20555

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

(End of Provision)

L.6 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FAR 52.252-1) (JUN 1988)

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

(End of Provision)

L.7 LEVEL OF EFFORT

The NRC's estimate of the total of professional and clerical effort for this project is approximately 7.34 staff years for the duration of this contract. (This information is advisory and is not to be considered as the sole basis for the development of the staffing plan. For the purposes of the Government estimate, 2000 hours constitute a staff year).

L.8 ESTIMATED DURATION (JUNE 1988)

It is estimated that the duration of the contract will be 2 years.

(End of Provision)

L.9 ACCEPTANCE PERIOD (MAR 1987)

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

(End of Provision)

L.10 SMALL BUSINESS SIZE STANDARD AND PRODUCT CLASSIFICATION  
(MAR 1987) ALTERNATE I (MAR 1987)

The Standard Industrial Classification for the supplies and/or services described herein is 7338. The small business standard is average annual receipts of \$3,500,000.00 over the past three (3) years.

(End of Provision)

L.11 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS  
(JUNE 1988)

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

It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the Contracting Officer, NRC technical personnel 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.

(End of Provision)

L.12 DISPOSITION OF PROPOSALS (JUNE 1988)

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

(End of Provision)

L.13 PROPOSAL PRESENTATION AND FORMAT (JUNE 1988)  
(OMB CLEARANCE NUMBER 315C-0118)

A. GENERAL INSTRUCTIONS

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



2. Correctness of the Proposal: Offerors are cautioned that all information provided in its proposals, including all resumes, must be accurate, truthful, and complete to the best of the offeror's knowledge and belief. The Commission will rely upon all such representations made by the offeror both in the evaluation process and for the performance of the work by the offeror selected for award. The Commission may require the offeror to substantiate the credentials, education and employment history of its employees, subcontractor personnel and consultants, through submission of copies of transcripts, diplomas, licenses, etc.

#### B. REQUIRED NUMBER OF PROPOSAL COPIES

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

1. Two (2) original signed copies of this solicitation package, including all attachments as listed in Section J. All applicable sections must be completed by the Offeror.
2. One (1) original and four (4) copies of the "Cost Proposal" must be submitted.
3. One (1) original and four (4) copies of the "Technical and Management Proposal" must be submitted.

#### C. COST PROPOSAL

The offeror shall provide a cost proposal based on the Estimated Level of Effort shown below. The offeror shall utilize the Standard Form 1411, Contracting Pricing Proposal Cover Sheet, in submitting the Cost Proposal. A copy of the form and instructions are attached to this solicitation.

The information in the cost proposal must include pertinent details sufficient to show the elements of cost upon which the total cost is predicated. NOTE: The offeror is requested to provide current and complete name, address and telephone number of the cognizant audit office.

The Cost Proposal must be submitted separately from the Technical and Management Proposal.

#### D. TECHNICAL AND MANAGEMENT PROPOSAL

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

The Offeror shall submit with the Technical and Management Proposal full and complete information as set forth below to



permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement.

Statements which paraphrase the Statement of Work without communicating the specific innovation proposed by the Offeror or statements to the effect that the Offeror's understanding can or will comply with the Statement of Work may be construed as an indication of the Offeror's lack of understanding of the Statement of Work and objectives.

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

#### I. CORPORATE AND PROJECT MANAGEMENT

- a. Provide a Contingency Plan describing the Contractor's approach to providing uninterrupted service or smooth transition during employee turnover. (Refer to Section F for further description of what should be included in the Contingency Plan.)
- b. Provide a company organization chart and describe the 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.
- c. Describe procedures for performing Contractor's internal audit to ensure contract compliance at all levels.
- d. Describe management controls expected to be utilized to preclude a contract cost growth.
- e. List any current commitments with other organizations, Government and/or commercial, for the same or similar effort.
- f. Describe the training plan for maintaining current knowledge of microcomputer technology for the key, backup and replacement personnel. Also describe the approach for training personnel when new hardware and software are added to the contract.
- g. Describe managerial approach to orient personnel to effect a smooth contract startup, as well as transition of backup and replacement personnel.

#### II. CORPORATE EXPERIENCE

- a. Describe, in general terms, corporate qualifications and experience, in performing the same or similar work as required in Section C of this solicitation the firm -- and any of its proposed subcontractors -- have performed over the past ten years. Include the number of years the firm has been in business and company

growth history (personnel and dollars).

b. List five previous/current contracts for the same or similar services. This information will assist the contracting Officer in his/her Determination of Responsibility. These contracts shall provide evidence of corporate experience providing support of vendor microcomputer software, and hardware and hardware peripherals support involving equipment and software as identified in Table 2 of Section C of this solicitation, in the areas of software installation/deinstallation, end-user support services, and microcomputer programming support. The information provided must include:

- 1. Contract No.: \_\_\_\_\_  
 Name and Address of Government Agency or Commercial Entity:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Point of Contact:  
 Contracting Officer: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Technical Representative: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Date contract awarded: \_\_\_\_\_  
 Period of Performance of the contract (including extensions): \_\_\_\_\_  
 Dollar value of the contract: \_\_\_\_\_  
 If applicable, the dollar value of the amendments to the contract: \_\_\_\_\_  
 Type of contract awarded: \_\_\_\_\_  
 Brief description of the Scope of Work: \_\_\_\_\_

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Type of personnel assigned, skill codes, and number of personnel of each skill code: \_\_\_\_\_

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- 2. Contract No.: \_\_\_\_\_  
 Name and Address of Government Agency or Commercial Entity:

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 Point of Contact:

Contracting Officer: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Technical Representative: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Date contract awarded: \_\_\_\_\_  
 Period of Performance of the contract (including extensions): \_\_\_\_\_  
 Dollar value of the contract: \_\_\_\_\_  
 If applicable, the dollar value of the amendments to the contract: \_\_\_\_\_  
 Type of contract awarded: \_\_\_\_\_  
 Brief description of the Scope of Work: \_\_\_\_\_

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Type of personnel assigned, skill codes, and number of personnel of each skill code: \_\_\_\_\_

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3. Contract No.: \_\_\_\_\_  
 Name and Address of Government Agency or Commercial Entity:

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Point of Contact:  
 Contracting Officer: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Technical Representative: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Date contract awarded: \_\_\_\_\_  
 Period of Performance of the contract (including extensions): \_\_\_\_\_  
 Dollar value of the contract: \_\_\_\_\_  
 If applicable, the dollar value of the amendments to the contract: \_\_\_\_\_  
 Type of contract awarded: \_\_\_\_\_  
 Brief description of the Scope of Work: \_\_\_\_\_

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Type of personnel assigned, skill codes, and number of personnel of each skill code: \_\_\_\_\_

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4. Contract No.: \_\_\_\_\_  
Name and Address of Government Agency or Commercial Entity:

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Point of Contact:  
Contracting Officer: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Technical Representative: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date contract awarded: \_\_\_\_\_  
Period of Performance of the contract (including extensions): \_\_\_\_\_  
Dollar value of the contract: \_\_\_\_\_  
If applicable, the dollar value of the amendments to the contract: \_\_\_\_\_  
Type of contract awarded: \_\_\_\_\_  
Brief description of the Scope of Work: \_\_\_\_\_

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Type of personnel assigned, skill codes, and number of personnel of each skill code: \_\_\_\_\_

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5. Contract No.: \_\_\_\_\_  
Name and Address of Government Agency or Commercial Entity:

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\_\_\_\_\_  
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Point of Contact:  
 Contracting Officer: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Technical Representative: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Date contract awarded: \_\_\_\_\_  
 Period of Performance of the contract (including extensions): \_\_\_\_\_  
 Dollar value of the contract: \_\_\_\_\_  
 If applicable, the dollar value of the amendments to the contract: \_\_\_\_\_  
 Type of contract awarded: \_\_\_\_\_  
 Brief description of the Scope of Work: \_\_\_\_\_

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Type of personnel assigned, skill codes, and number of personnel of each skill code: \_\_\_\_\_

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III. PERSONNEL EXPERIENCE

a. Identify all Key Personnel, including backup personnel, proposed for performance under this contract. Discuss current and planned availability of all proposed personnel, including backup personnel.

b. Include resumes, in the format specified in Table 3 of Section C of this contract, for all personnel to be utilized in the performance of any resulting contract.

c. Describe the source of personnel required for performance of each task including those 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 employed at time of contract award.

d. If the Offeror plans to subcontract any of the work to be performed, list proposed subcontractors, if known, by name. Identify any key personnel and provide a detailed description of the work to be performed by the subcontractor.

IV. TECHNICAL APPROACH



- a. Demonstrate a sound approach and comprehensive implementation plan for achieving the objectives of all tasks of the project.
- b. Discuss the statement of work to substantiate the Offeror's understanding of the requirement.
- c. Indicate potential problem areas and the approach to be taken to resolve said areas.
- d. State any interpretations, requirements, or assumptions.

#### L.14 NONDISCRIMINATION BECAUSE OF AGE (FAR 22.901) (MAR 1987)

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 bonafide 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 bonafide occupational qualification, retirement plan, or statutory requirement.

(End of Provision)

#### L.15 REFERENCED DOCUMENTS AVAILABLE FROM THE NRC PUBLIC DOCUMENT ROOM (JUNE 1988)

- a. The following documents are referenced in this solicitation as Attachments 8 through 15 in Section J - List of Attachments:
  - "8. Manual Chapter 0904, "Planning and Control of Automatic Data Processing"
  9. Manual Chapter Bulletin 0904-1, "Policy and Procedures for Acquiring Microcomputer Equipment, Software and Support Services"
  10. Manual Chapter Bulletin 0904-2, "ADP Responsibilities, Planning, Management, and Delivery of System Software Services"
  11. Manual Chapter Bulletin 0904-04, "NRC Computer Software Policy"
  12. ITS Support Center Standard Operating Procedures

13. NUREG BR-140 "Users Guide to Management Information Services"
14. Procedures for Microcomputer Software Installation Support Services (2 volumes)
15. NRC Microcomputer Documentation Standards"

b. Because of the size of the above 8 documents, they will not be a part of the solicitation. These documents are, however, available for review at the U.S. Nuclear Regulatory Commission Public Document Room which is located at 2120 L Street, N.W., Washington, DC. Copies of the documents may be made for a fee.

(End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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None by reference

**M.2 CONTRACT AWARD AND EVALUATION OF PROPOSALS (JUNE 1988)**

a. By use of numerical and narrative scoring techniques, proposals will be evaluated against the evaluation factors specified in the paragraph below. These factors are listed in their relative order of importance. Award will be made to the offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is most advantageous to the Government; and who is considered to be responsible within the meaning of Federal Acquisition Regulation Part 9.1.

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

c. The Government may:

1) Reject any or all offers if such action is in the public interest.

2) Accept other than the lowest offer.

3) Waive informalities and minor irregularities in offers received.

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

e. A separate cost analysis will be performed on each cost proposal. To provide a common base for evaluation of cost

proposals, the level of effort data shall be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration will be given to the Plan for completeness, reasonableness, and as a measure of effective management of the effort.

f. In making the above determination, an analysis will be performed taking into consideration the results of the technical evaluation and cost analysis.

(End of Provision)

### M.3 EVALUATION CRITERIA (MAR 1987)

The U.S. Nuclear Regulatory Commission is seeking a contractor who has in his/her employ personnel who are technically competent and conversant in the area of microcomputer technology. Through a presentation of past experience, the contractor shall be able to support its capability to provide the types of services outlined in their proposal, specifically in the areas of software installation/deinstallation support, on-demand end-user support services, and computer programming support of microcomputer software, hardware and hardware peripherals involving the equipment and software, as identified in Table 2 of Section C of this contract, operating in both stand-alone and local-area-networked environments.

Refer to Section L for proposal presentation and format. The Contractor shall demonstrate a complete understanding of the Statement of Work, including the services to be rendered, deliverable reports and the types of individuals who would be desirable to perform these functions. The Contractor's technical approach to support the Statement of Work, combined with the ability to assemble and have available the correct mix of individuals to provide the services required, are strong considerations in the award of this contract.

The Contractor shall be of sufficient size to support this contract with not only the required key personnel but also the ability to provide backup support personnel. The Contractor shall possess an ability to attract and retain personnel, and possess an organizational structure sufficient to administratively and managerially support this contract.

The Contractor shall possess experience, as demonstrated through referenced past and current contract experience, in supporting microcomputer applications and services similar in nature to those outlined in this request for contract services. Specifically, the Contractor shall be evaluated in the areas of software installation/deinstallation, end-user assistance support, and microcomputer programming.

Proposals will be evaluated in accordance with the following weighted factors (total 100 points), listed in the order of their

relative importance:

- A. CORPORATE AND PROJECT MANAGEMENT:  
Degree to which Offeror's corporate and project management structure demonstrate the necessary authority, responsibility and controls to assure the objectives and staffing requirements of this procurement are met, including an ability to provide a staff who meets the basic skills, functional responsibilities, and experience requirements of their respective positions..... 40 points
- B. CORPORATE EXPERIENCE:  
Extent to which the corporation has the necessary qualifications and experience to perform the scope of work in this solicitation..... 30 points
- C. PERSONNEL EXPERIENCE:  
Extent to which the proposed personnel are qualified and experienced to perform the work in this solicitation..... 20 points
- D. TECHNICAL APPROACH:  
Extent to which the Offeror's understanding of the requirements set forth in the solicitation demonstrate soundness of the Offeror's approach to meeting those requirements..... 10 points

(End of Provision)



REVISED 8/89

BILLING INSTRUCTIONS FOR  
COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. A sample voucher/invoice is provided for your reference. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF the VOUCHER/INVOICE AS IMPROPER.

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U. S. Nuclear Regulatory Commission  
Division of Contracts and Property Management  
Contract Administration Branch, P-902  
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U. S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mail Room  
Rockville, Maryland 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchases and Services Other than Personal." The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (p) of the attached instructions, together with appropriate supporting information.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE."

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

<p><u>Official Agency Billing Office</u> U. S. Nuclear Regulatory Commission Division of Contracts and Property Management, P-902 Washington, D.C. 20555 <u>Payee's Name and Address</u></p>	<p>(a) Contract Number _____ Task Order No. (If Applicable) _____</p> <p>(b) Title of Project _____ _____</p> <p>(c) Voucher Number _____</p> <p>(d) Project Officer _____</p> <p>(e) Date of Voucher _____</p> <p>(f) Contract Amount _____</p> <p>(g) Fixed Fee _____</p>
<p>Individual to Contact Regarding This Voucher: Name: _____ Tel. No.: _____</p>	

(h) This voucher represents reimbursable costs from \_\_\_\_\_ thru \_\_\_\_\_

	Amount Billed	
	(l) Current Period	(m) Inception to Date
(i) Direct Costs		
(1) Direct Labor *	_____	_____
(2) Fringe benefits % _____ (if computed as percentage)	_____	_____
(3) Capitalized Nonexpendable Equipment *	_____	_____
(4) Materials, Supplies and Noncapitalized Equipment *	_____	_____
(5) Premium Pay	_____	_____
(6) Consultants *	_____	_____
(7) Travel - Domestic *	_____	_____
Foreign *	_____	_____
(8) Subcontract *	_____	_____
(9) Other Costs *	_____	_____
Total Direct Costs	_____	_____
(j) INDIRECT COSTS		
A) Overhead % of _____ (Indicate base)	_____	_____
Subtotal	_____	_____
B) General & Administrative Expense % of Cost Elements Nos. _____	_____	_____
Total Costs	_____	_____
(k) FIXED-FEE EARNED (Formula)	_____	_____
(n) Total Amounts Claimed	_____	_____
(o) Adjustments		
Outstanding Suspensions	_____	_____
(p) Grand Totals	_____	_____
* (REQUIRES SUPPORTING INFORMATION--SEE ATTACHED)		

Instruction for Itemization of Costs and Supporting Information:

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Payee's name and address: Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice.

- (a) Contract Number. Insert the NRC contract number  
Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include individual internal accounting numbers, if desired, in addition to the 3-digit sequential number.
- (d) Project Officer's name and mailstop as designated in the contract.
- (e) Date of voucher/invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to individual task orders as well.
- (g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (h) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (i) Direct Costs. Insert the major cost elements:
  - (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

Labor Category	Labor Hrs. Negotiated	Hours Billed	Rate	Total	Cumulative Hours Billed
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- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Direct Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (\*) if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.
- (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.
- (5) Premium Pay. This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant's Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

Date	Traveler	Destination	Purpose	Cost
From To		From To		\$



- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other. List all other direct costs by cost element and dollar amount separately.
- (j) Indirect Costs - Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (l) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (n) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.
- (\*) Supporting Information. Cost elements requiring detailed supporting information--sample attached.

Supporting Information - Sample

1) Direct Labor - \$2400

<u>Labor Category</u>	<u>Labor Hours Negotiated</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	2400	100	\$14.00	\$1400	975
Engineer	1500	50	\$10.00	\$500	465
Computer Analyst	700	100	\$5.00	\$500	320
				<u>\$2400</u>	

3) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

4) Materials, Supplies & Other Expendable Items

10 Radon Tubes @ \$110.00 = \$1100.00  
 6 Pairs Electrostatic Gloves @ \$150.00 = \$900.00  
\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100  
 (This was approved by NRC in letter dated 3/6/89.)

6) Consultants' Fee

Dr. Carney - 1 hour @ \$100 = \$100

7) Travel

<u>Date</u>		<u>Traveler</u>	<u>Destination</u>		<u>Purpose</u>	<u>Costs</u>
<u>From</u>	<u>To</u>		<u>From</u>	<u>To</u>		
3/1/89	3/6/89	William King	Chicago, Ill	Wash., DC	Meeting with Project Officer	\$200

8) Subcontracts

XYZ CORP. (CPFF)

Direct Labor:	- 80 hours @ \$20.00 per hour	= \$1600.00
O/H	@ 50%	= \$800.00
Travel - 2 Trips - Wash., DC	@ \$200	= \$400.00
	to Boston, MA	
Profit	@ 7%	= \$200.00
TOTAL:		<u>\$3000.00</u>

(k) Fixed-Fee (Formula)

(5%)

\$350,000 X 5% = \$17,500 Total Fixed Fee for this Contract

\$27,000 X 5% = \$1350 Fee Billed for this Period

(d) Adjustments

\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/89.

## PART 20-1 -- GENERAL

## Subpart 20-1.54--Contractor Organizational Conflicts of Interest

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

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

## §20-1.5401 Scope and Policy.

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

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

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



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

#### §20-1.5402 Definitions

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in 120-1.5405-2 in the following circumstances:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

#### §20-1.5404 Representation

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

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

## ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

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

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

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

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

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

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause



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

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) is not placed in a conflicting role because of current or planned interest (financial, contractual, organization or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

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

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

(d) Disclosure after award. (1) The contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR § 20-1.5402(a).

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

(e) Access to and use of information. (1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to: (i) Use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based

on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.

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

(f) Subcontracts. Except as provided in 41 CFR 120-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

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

(h) Waiver. A request for waiver under this clause shall be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 120-1.5411.

#### 120-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with 120-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:

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

(2) Software exclusion clauses;

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

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

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

(1) Follow-on effort. (1) The contractor shall be ineligible to participate in MRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of such products or services.

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

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

§ 20-1.5405 Evaluation, findings, and contract award

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

(a) Disqualify the offeror from award,

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

#### §20-1.5407 Conflicts identified after award.

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

§20-1.5408 (Reserved)

§20-1.5409 (Reserved)

§20-1.5410 Subcontracts

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

§20-1.5411 Waiver

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

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

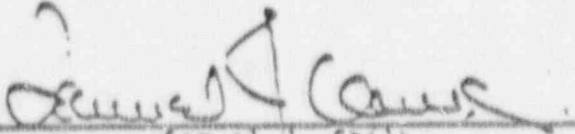
- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC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

§20-1.5412 Remedies

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

Dated at Washington, D.C. this 27th day of March 1970.

For the Nuclear Regulatory Commission

  
\_\_\_\_\_  
Samuel J. Chik  
Secretary of the Commission



**CONTRACT PRICING PROPOSAL COVER SHEET**

1. SOLICITATION/CONTRACT/MODIFICATION NO.

ATTACHMENT THREE

NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT

3B. TELEPHONE NO.

4. TYPE OF CONTRACT ACTION (check)

A. NEW CONTRACT	D. LETTER CONTRACT
B. CHANGE ORDER	E. UNPRICED ORDER
C. PRICE REVISION/REDETERMINATION	F. OTHER (Specify)

5. TYPE OF CONTRACT (check)

- FFP     CPFF     CPIF     CPAF  
 FPI     OTHER (Specify)

6. PROPOSED COST (A+B+C)

A. COST	B. PROFIT/FEE	C. TOTAL
\$	\$	\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (if available)

A. CONTRACT ADMINISTRATION OFFICE	B. AUDIT OFFICE

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)

- YES     NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)

- YES     NO

11B. TYPE OF FINANCING (if one)

- ADVANCE PAYMENTS     PROGRESS PAYMENTS  
 GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))

- YES     NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 3) COST PRINCIPLES? (If "No," explain)

- YES     NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

- YES     NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

- YES     NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

- YES     NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

- YES     NO

This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date.

15. NAME AND TITLE (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed \$100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When a contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over \$100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

Submission

1. A CSP is required:
  - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
  - b. as part of the Best and Final Offer (if requested) as a result of negotiations;
2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.3, "Financial Status Report").

Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.



U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

*Alan L. Moss*  
 Alan L. Moss  
 Director

Division of  
 Wage Determinations

LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA			
	Area: Washington DC Metropolitan Area 5/				
Wage determination number: 86-1255 (Rev. 7)	Dates: 4-20-90				
Class of service employees	Minimums Primary wages	Health & Welfare	Vacation	Holiday	Other
	(For benefit payments)				

Automatic Data Processing Occupations, Information and Arts Occupations  
 Library and Archive Occupations and Technical Occupations:

1. Key entry operator II	\$ 8.39
2. Key entry operator I	7.43
3. Computer programmer III I/	16.60
4. Computer programmer II I/	14.39
5. Computer programmer I I/	12.82
6. Computer operator III	12.21
7. Computer operator II	10.59
8. Computer operator I	9.66
9. Peripheral equipment operator	8.96
10. Computer data librarian	9.42
11. Drafter V	14.51
12. Drafter IV	11.63
13. Drafter III	10.13
14. Drafter II	8.07
15. Drafter I	6.69
Electronics, Instrumentation, Mathematical, Mechanical, and Photo-Optics:	
16. Technician III	16.10
17. Technician II	12.06
18. Technician I	9.52

U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

*Alan L. Moss*  
 Alan L. MOSS  
 Director

Division of  
 Wage Determinations

LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA
	Area: Washington DC Metropolitan Area <u>5/</u>	
Wage determination number: B6-1255 (Rev. 7)		Date: 4-20-90

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other
19. Computer systems analyst III I/	\$19.82				
20. Computer systems analyst II I/	16.95				
21. Computer systems analyst I I/	13.63				
22. Exhibits Specialist III	14.51				
23. Exhibits Specialist II	11.63				
24. Exhibits Specialist I	10.13				
25. Illustrator III	14.51				
26. Illustrator II	11.63				
27. Illustrator I	10.13				
28. Photographer III	14.51				
29. Photographer II	11.63				
30. Photographer I	10.13				
31. Technical Information Specialist III	14.51				
32. Technical Information Specialist II	11.63				
33. Technical Information Specialist I	10.13				
34. Librarian	11.46				
35. Library Technician	9.28				
36. Laboratory Technician	7.79				
37. Meteorological Technician/Weather Observer	9.52				
38. Training Technician (Learning Resources Center)	8.43				
39. Technical Illustrator	11.97				
40. Hardware Coordinator	7.36				
41. Off-Line Equipment Operator	6.70				
42. Cartographic Technician	9.52				



U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON, D.C. 20210

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*Alan L. Moss*  
 Alan L. Moss  
 Director

Division of  
 Wage Determinations

LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA
	Area: Washington DC Metropolitan Area 5/	
Wage determination number: 86-1255 (Rev. 7)		Date: 4-20-90

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

43. Instructor	\$11.63
44. Senior Software Configuration Management Specialist	16.60
45. Journeyman Software Configuration Management Specialist	14.39
46. Junior Software Configuration Management Specialist	12.82
47. Senior Software Quality Assurance Specialist	16.60
48. Journeyman Software Quality Assurance Specialist	14.39
49. Senior Software Logistics Specialist	16.60
50. Junior Software Logistics Specialist	12.82
51. Senior Documentation Specialist	16.60
52. Journeyman Documentation Specialist	14.39
53. Junior Documentation Specialist	12.82
54. Senior Software Development Specialist	16.60
55. Journeyman Engineer Assistant	14.39
56. Data Base Specialist	12.82
57. Senior Analyst	16.60
58. Journeyman Analyst	14.39
59. Junior Analyst	12.82
60. Technical Writer	8.62
61. Computer Systems Analysis IV	27.66

U.S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER  
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LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA
	Area: Washington DC Metropolitan Area <u>5/</u>	
Wage determination number: 86-1255 (Rev. 7)		Date: 4-20-90

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

Fringe benefits applicable to classes of service employees engaged in contract performance:

2/                      3/                      4/

1/ Does not apply to employees employed in a bona fide executive, administrative or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156).

2/ \$5.59 an hour or \$23.60 a week or \$102.26 a month.

3/ 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173.)

4/ 10 paid holidays per year: New Year's Day, Martin Luther King's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

5/ DC: Washington (001)  
 MD: Counties of Calvert (029), Charles (017), Frederick (021), Montgomery (031), Prince George's (033), and St. Mary's (037)  
 VA: Counties of Arlington (013), Fairfax (059), Fauquier (061), King George (079), Loudoun (107), Prince William (153), and Stafford (179). Independent Cities of Alexandria (201), Fairfax (267), and Falls Church (217).

Uniform Allowance: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 a week (or 67 cents a day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conforming class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedure shall be initiated by the contractor prior to the performance of contract work such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved, or, where there is an authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR 4).

NOTE: The definitions of the occupations set forth herein are contained in the SCA Directory of Occupations. Information may be obtained by contacting the Administrator of Wage and Hour, U. S. Department of Labor, Washington, D. C. 20210.

U. S. GOVERNMENT PRINTING OFFICE: 1988-489-188

NRC FORM 88  
(10-88)  
NRCM 2101

## PHOTO BADGE REQUEST

U. S. NUCLEAR REGULATORY COMMISSION

(See Reverse for Instructions and Privacy Act Statement)

SECTION A - TO BE COMPLETED BY REQUESTER										
(1)	FULL NAME (Last, First, Middle)					SOCIAL SECURITY NO		PLACE OF BIRTH		
(2)	DATE OF BIRTH	SEX	HEIGHT	WEIGHT	COLOR HAIR      EYES		<small>(Check appropriate box)</small> <input type="checkbox"/> U.S. CITIZEN <input type="checkbox"/> ALIEN - COUNTRY _____			
(3)	REQUESTING OFFICE OR DIVISION					EMPLOYED BY <input type="checkbox"/> NRC <input type="checkbox"/> OTHER (Specify) _____ <input type="checkbox"/> CONSULTANT		EFFECTIVE DATE	EXPIRATION DATE	
(4)	SIGNATURE - REQUESTING OFFICE/DIVISION DIRECTOR					DATE		TYPE OF CLEARANCE REQUESTED <input type="checkbox"/> "Q" <input type="checkbox"/> "L" <input type="checkbox"/> OTHER (Specify) _____		CARD KEY <input type="checkbox"/> YES <input type="checkbox"/> NO
(5)	TITLE									
ADDITIONAL INFORMATION (To be completed by badge issuer)										
SECTION B - TO BE COMPLETED BY THE DIVISION OF SECURITY										
TYPE CLEARANCE		CLEARANCE NUMBER		BADGE CATEGORY		SPECIAL CATEGORY			DATE GRANTED	
OTHER (Specify)						CERTIFIED (Signature and date)				
SECTION C - TO BE COMPLETED BY THE DIVISION OF SECURITY										
SUBSEQUENT CLEARANCE ACTIONS						CERTIFIED (Signature and date)				
UPGRADE		DOWNGRADE		TERMINATE						
CURRENT LEVEL OF CLEARANCE AND DATE						DATE				

NOTE: COMPLETE ONLY LINES ONE AND TWO

CERTIFICATE OF CURRENT COST OR  
PRICING DATA

This is to certify that, in the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specified identification in writing, to the contracting officer or to the contracting officer's representative in support \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certificate includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date of execution\*\*\* \_\_\_\_\_

\* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when the price negotiations were concluded and price agreement was reached.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



IFB/RF# NUMBER

RS-ARM-88-230

BID/PROPOSAL LOG  
DIVISION OF CONTRACTS

DATE AND TIME DUE

4-18-88

4:00 P.M.

REMARKS

Small

TOTAL AMOUNT

OFFEROR'S ADDRESS

NAME OF OFFEROR'S ORGANIZATION

NUMBER	NAME OF OFFEROR'S ORGANIZATION	OFFEROR'S ADDRESS	TOTAL AMOUNT	Small	REMARKS
1	Red Computer Enterprises	Elkridge, MD	\$ 378,846.37	X	
2	Hadron, Inc.	Fairfax, VA	\$ 433,522.00	X	
3	Booz-Allen & Hamilton, Inc.	Bethesda, MD	\$ 572,996.00	X	
4	Wordpro, Inc.	Rockville, MD	\$ 386,265.00	X	WOMAN-owned
5	McDonald Bradley, Inc.	Vienna, VA	\$ 373,969.60	X	Disadvantaged
6	Computer Dynamics & Electronics Co.	Silver Spring, MD	\$ 594,438.98	X	Disadvantaged
7	Sheladia Assoc., Inc.	Rockville, MD	\$ 539,883.00	X	
8	Evaluative Technologies, Inc.	Arlington, VA	\$ 422,169.00	X	
9	Software Intelligence Corp.	Spring Valley, CA	\$ 626,061.58	X	
10	Automation Mgt. Consultants	Rockville, MD	\$ 232,384.00	X	

## SOLICITATION, OFFER AND AWARD

OMB No. 0505-0005

Expiration Date: 05/31/88 for  
OMB Clearance for this format  
for SF 33.

1. TITLE: ITS END USER SUPPORT SERVICES

2. CONTRACT NO.

3. SOLICITATION NO.

RS-ARM-88-230

4. TYPE OF SOLICITATION

Negotiated (RFP)

5. DATE ISSUED

March 18, 1988

6. REQUISITION/PURCHASE NO.

ARM-88-230

7. ISSUED BY

U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop AR-2223  
Washington, DC 20555

8. ADDRESS OFFER TO

All proposals should be addressed  
as indicated in Block 7, however,  
handcarried proposals (including  
Express Mail) must be delivered  
to the address in Block 9.

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

## SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, in the depository located in Room 2223, Second Floor, 4550 Montgomery Avenue, Bethesda, Md. 20814, until 4:00 P.M. local time on April 18, 1988. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: Mrs. Patricia Smith

B. TELEPHONE NO.: (301) 492-4278 (No Collect Calls)

## 11. TABLE OF CONTENTS

PART/SECTION	DESCRIPTION
PART I	- THE SCHEDULE
A	SOLICITATION/CONTRACT FORM
B	SUPPLIES OR SERVICES AND PRICES/COSTS
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
D	PACKAGING AND MARKING
E	INSPECTION AND ACCEPTANCE
F	DELIVERIES OR PERFORMANCE
G	CONTRACT ADMINISTRATION DATA
H	SPECIAL CONTRACT REQUIREMENTS
PART II	- CONTRACT CLAUSES
I	CONTRACT CLAUSES
PART III	- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
J	LIST OF ATTACHMENTS
PART IV	- REPRESENTATIONS AND INSTRUCTIONS
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
M	EVALUATION FACTORS FOR AWARD

SOLICITATION, OFFER AND AWARD

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section 1, Clause No. 52.232-8)  
10 Calendar days \_\_\_\_\_%    20 Calendar days \_\_\_\_\_%    30 Calendar days \_\_\_\_\_%    \_\_\_\_\_ Calendar days \_\_\_\_\_%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO                      DATE                      AMENDMENT NO                      DATE

15A. NAME AND ADDRESS OF OFFEROR

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(Type or Print)

DUNS Code:

15B. TELEPHONE NO. (Include Area Code)

15C. ( ) CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE--ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE:

18. OFFER DATE:

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED    20. AMOUNT    21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

( ) 10 U.S.C. 2304(c)( )                      ( ) 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 25:  
(4 copies unless otherwise specified)

24. ADMINISTERED BY  
(If other than Item 7)

25. PAYMENT WILL BE MADE BY

U.S. Nuclear Regulatory Commission  
Division of Accounting and Finance  
GOV/COM Accounting Section  
Washington, DC 20555

26. NAME OF CONTRACTING OFFICER  
(Type or Print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

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

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OFFERORS/BIDDERS PLEASE NOTE:

An (\*) means the information is to be incorporated into any resultant contract.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

## B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall assist end-users of microcomputers and NRC users of the National Institutes of Health Computer Facility to resolve application problems, develop specifically defined end-user tools and systems, and assist end-users in making effective use of ADP equipment and services. These services are performed on-site at NRC facilities in Bethesda/Rockville, Maryland area.

(End of Clause)

B.2 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE  
(MAR 1987) ALTERNATE I (MAR 1987)

a. It is estimated that the total cost to the Government for full performance of this contract will be \_\_\_\*\_\_\_, of which the sum of \_\_\_\*\_\_\_ represents the estimated reimbursable costs, and of which \_\_\_\*\_\_\_ represents the fixed fee.

b. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost performance of that work.

c. The amount presently obligated by the Government with respect to this contract is \_\_\_\*\_\_\_.

d. It is estimated that the amount currently allotted will cover performance of work/phases/tasks through the corresponding month reflected in the Contractor's current NRC approved Spending Plan.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION  
/WORK STATEMENT

---

C.1 STATEMENT OF WORK (MAR 1987)

STATEMENT OF WORK

1. BACKGROUND

The United States Nuclear Regulatory Commission's (NRC) headquarters are located in several different buildings in the Washington D.C. metropolitan area. The locations of these buildings, as well as NRC's regional offices, are shown in Table 1. The NRC began consolidating at the agency's White Flint North facility in December 1987. The Information Technology Services Support Center, now located in Phillips Building and White Flint North building provides technical support for the agency's mainframe and personal computer users. This service is rendered through the use of both NRC staff and contractor personnel. The contract portion of the service is the subject of this Statement of Work.

Mainframe and personal computer training is provided through the Information Technology Services Training Laboratory in the Woodmont Building. This program is administered through a separate contract and is not related to this Statement of Work.

2. ADP FACILITIES/EQUIPMENT

NRC's computer applications are processed via time-shared, computers located at the Department of Energy (DOE) national laboratories and at the National Institutes of Health (NIH) computer facility in Bethesda. NRC's ADP equipment to support time sharing includes 10 remote job entry stations, over 100 data terminals, and associated telecommunications equipment needed for data transfer and communications with these remote computer facilities. In addition, the NRC supports several Data General minicomputers and approximately 1000 IBM PC or compatible microcomputers. Other ADP equipment includes a network of IBM 5520 and IBM Displaywriter word processing systems.

3. WORK REQUIREMENTS

a. GENERAL

The purpose of this contract is to provide end-user support for the NRC's IBM PC, XT, AT, PS/2, and IBM/PC-compatible microcomputers and the agency's remote access to the IBM mainframe computers at the

National Institutes of Health Computer Facility. The contractor shall provide expert technical guidance, advice, assistance, and informational materials to NRC staff using these facilities. The primary requirements for this contract are: the contractor shall interact effectively with, and provide technical information to, computer users at all levels of experience; assist end users of the IBM PC, XT, AT and PS/2 systems with software listed in Table 2; and users of the IBM mainframes with software listed in Table 3. In carrying out these functions the contractor must provide a team at all times during the period of performance which possess the following:

(1) excellent verbal and written communications skills (2) demonstrated knowledge of and experience with the IBM PC, XT, AT and PS/2 systems using the software listed in Table 2 herein (3) demonstrated knowledge of and experience with IBM mainframes and the associated software listed in Table 3.

The contractor shall perform the following on-going activities associated with end user computing support: (1) providing expert technical advice and assistance, (2) developing and providing informational materials (e.g., user's guides and written procedures), (3) evaluating resource materials for use in the ITS Support Center, and (4) systems development and implementation of PC-based systems as directed. These activities shall be performed in accordance with formal agency guidelines on automatic data processing which shall be made available to the contractor at the performance site. It is expected that these support activities can be conducted with approximately three full-time technical staff.

#### b. TECHNICAL ASSISTANCE

The contractor shall provide expert technical advice and assistance on the hardware and software identified in Tables 2 and 3. The contractor shall follow up on each user call or visit by requesting a rating of service from each user. All evaluations will be returned to the NRC Project Officer. Contractor staff shall provide technical assistance at the two NRC Support Center locations (Phillips Building and White Flint Building). This technical assistance shall include assisting users with user application design considerations, rectifying faulty design structures in user applications, requirements analysis, conceptual design, functional analysis, and trouble shooting of user developed software applications. The contractor shall coach users in design and problem resolution techniques. The contractor shall provide guidance on the selection of alternative software from Tables 2 and 3 for a given application, if appropriate. Assistance shall also include referral to more appropriate NRC organizational units if the request is beyond the scope of the contract. A logging system, which identifies the date, requestor, organizational affiliation, problem and solution, shall be maintained by the contractor.

The NRC may make changes to the software (as listed in Tables 2 and 3) for which the contractor is required to provide services and support. The modifications to Tables 2 and 3 will be submitted to



the contractor 60 days in advance of time that support requirements are expected to change. Technical information supporting the change will be provided to the contractor at the time of notification. Any such changes shall be effected by modification to the contract. However, the NRC does not anticipate that additional contractor staff will be required for such modifications. The NRC will require contractor staff to be trained and experienced in any new software packages added to Tables 2 and 3.

Support services shall be provided during NRC's official hours of operation (7:30am - 4:15pm, Monday through Friday, except Federal holidays). The contractor shall provide telephone and walk-in coverage, and provide assistance with tutorials and use of software and hardware located in the Support Center and reference materials, during all hours of operation, including the lunch period.

The contractor shall provide continuous on-site availability of at least one knowledgeable staff member for each software package identified in Tables 2 and 3. The contractor shall, with the approval of the NRC Project Officer, provide on-site assistance at other NRC locations (excluding NRC Regional Offices). An NRC shuttle bus will be available for transportation. The contractor shall maintain continuity of staff qualified as key and listed in the "Key Personnel" clause herein. The contractor key personnel shall be on duty 95% of all time available under the contract which is not covered by sick leave or vacation time. This continuity is required so that end users can continue to obtain assistance (which may span several days) with the same individual. If contractor personnel are unavailable for other reasons (e.g., sick leave, vacation), the contractor shall maintain continuous support during this period for each of the software packages identified in Tables 2 and 3 by providing backup staff in a timely manner and shall have established procedures to replace critical personnel. The contractor shall ensure that the team selected to perform on this contract is dedicated to this contract for the days and hours cited herein for performance of this work. The contractor's personnel shall act in a courteous, responsive, knowledgeable, and professional manner at all times.

#### c. INFORMATIONAL MATERIALS

The contractor shall provide informational materials relating to NRC computers and software as directed by the Project Officer. These materials shall include: (1) written procedures for the use of computer-based tutorials, video-based tutorials, software, microcomputers, terminals, peripherals, and other equipment, to be used in the Support Center; (2) written materials on computer hardware and software for the NRC ADP Users Guide; (3) articles and technical notes for the ITS Newsletter; (4) hardware and software demonstration materials; and (5) hardware, software and computer-based tutorial evaluations. As directed by the Project Officer, the contractor shall be required to make formal presentations or demonstrations to users, set up equipment for demonstrations, and to operate systems providing end-user support information (e.g. NRC Software Locator). The contractor shall be

responsible for maintaining and updating the contents of the NIH and microcomputer chapters of the NRC ADP Services Guide.

d. RESOURCE MATERIALS

As requested, the contractor shall evaluate resource materials for use in the ITSB Support Center based upon a set of evaluation criteria developed by the Contractor and approved by the NRC. These materials include books, periodicals, special supplies for Support Center, computer and video based tutorials, software, and peripheral devices.

e. CONTRACTOR "HANDS-ON" ASSISTANCE

With the approval of the Project Officer, the contractor shall provide programming support services based on the software identified in Tables 2 and 3. Products of this work will include DOS command files, configuration files, printer tables, script files, and programming language subroutines. The products shall be written in conformance with agency guidelines, documented, and thoroughly tested prior to delivery.

4. REPORTS AND DELIVERABLES AND MEETINGS

The contractor shall provide written progress reports on the first and fifteenth of each month describing the accomplishments of the reporting period, planned accomplishments in the next reporting period, problems or potential problems, and proposed resolutions. The contractor shall also provide details and statistics of the on-going work including the number of calls or visits, average time required to satisfy requests, number of calls per software package, and number of referrals to other NRC organizational units and center utilization statistics. The contractor shall also provide an accounting of expenditures during the reporting period, and shall inform the NRC of any changes to the agreed-upon schedule, giving reasons for the changes.

The contractor shall also provide for weekly meetings between the NRC Project Officer and the contractor staff to assure consistency with agency goals and objectives, and to resolve outstanding problems.

The contractor shall provide a computer print-out of the log entries handled during the prior work week to the Project Officer each Monday (or the first work day of the week).

5. PLACE OF PERFORMANCE

Contractor staff working on the "on-going support task" are required to be physically located in the ITS Support Center, at Room 808, 7920 Norfolk Avenue in Bethesda, Maryland and the ITS Support Center, at Room 3C12, 11555 Rockville Pike, Rockville, Maryland. The Government will provide the contractor with desks, chairs, telephones, computer equipment and software. The project manager and staff working on other tasks must be able to ensure a prompt

response to all requirements, including the capability to attend meetings in the Bethesda area within 4 hours of notification.

(End of Clause)

SECTION D -- PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will insure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCEE.1 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (APR 1984)

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

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

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

## E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

(End of Clause)



SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (APR 1984)

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

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

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

52.212-13	APR 1984	STOP-WORK ORDER ALTERNATE I (APR 1984)
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F.2 PREPARATION OF TECHNICAL REPORTS (MAR 1987)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Manual Chapter 3202. NRC Manual Chapter 3202 is not applicable to the Financial Status Report (See Section J for List of Attachments).

(End of Clause)

F.3 TECHNICAL PROGRESS REPORT (MAR 1987)

The Contractor shall provide a monthly Technical Progress Report to the Project Officer and the Contracting Officer. The report is due the first and the fifteenth of each month and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following:

a. A listing of the efforts completed during the period; milestones reached or, if missed, an explanation provided;

b. Any problems or delays encountered or anticipated and recommendations for resolution; (if the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact).

- c. A summary of progress to date; and
- d. Plans for the next reporting period.

(End of Clause)

#### F.4 FINANCIAL STATUS REPORT (MAR 1987)

The Contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due the first and the fifteenth of each month and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

a. Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:

- 1) Total Estimated Contract Amount.
- 2) Total Funds Obligated To Date.
- 3) Total Costs Incurred This Reporting Period.
- 4) Total Costs Incurred To Date.
- 5) Balance of Obligations Remaining.
- 6) Balance of Funds Required To Complete Contract.

b. Detail of all direct and indirect costs incurred during the reporting period for each task.

(End of Clause)

#### F.5 PLACE OF DELIVERY--REPORTS (MAR 1987)

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

a. Project Officer (1 copies)

U.S. Nuclear Regulatory Commission  
 Contract Number: \_\_\_\_\*\_\_\_\_  
 Office of \_\_\_\_\*\_\_\_\_  
 Division of \_\_\_\_\*\_\_\_\_  
 Mail Stop: \_\_\_\_\*\_\_\_\_  
 Washington, D.C. 20555

b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission  
 Contract Number: \_\_\_\_\*\_\_\_\_  
 Division of Contracts  
 Contract Administration Branch

Mail Stop: AR-2223  
Washington, D.C. 20555

(End of Clause)

F.6 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on the effective date of this contract and shall expire two years thereafter.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INDIRECT RATES (MAR 1987)

a. Pending the establishment of final indirect rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs as follows:

CATEGORY	RATE (%)	COST BASE	APPLICABLE PERIOD
Overhead	___*___	___*___	___*___
Fringe Benefits	___*___	___*___	___*___
G&A	___*___	___*___	___*___

b. The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the Contractor. It is the Contractor's responsibility to notify the Contracting Officer in accordance with 52.232-20 - Limitation of Cost or 52.232-22 - Limitation of Funds, as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.

(End of Clause)

G.2 PROJECT OFFICER AUTHORITY (MAR 1987)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: \_\_\_\*\_\_\_

Address: \_\_\_\*\_\_\_  
 \_\_\_\*\_\_\_  
 \_\_\_\*\_\_\_

Telephone Number: \_\_\_\*\_\_\_

b. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer. The term "Technical Direction" is defined to include the following:

- 1) Technical direction to the Contractor which shifts emphasis between areas of work or tasks, fills in details or otherwise serves to accomplish the contractual statement of work.

2) Providing advice and guidance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.

3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

c. Technical direction must be within the general statement of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:

1) Constitutes an assignment of additional work outside the general scope of the contract.

2) Constitutes a change as defined in the "Changes" clause of this contract.

3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

4) Changes any of the expressed terms, conditions or specifications of the contract.

5) Terminates the contract or settles any claim or dispute arising under the contract, or issue any unilateral directive whatever.

d. 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.

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

f. If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in c 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.

g. Any unauthorized commitment or direction issued by the



Project Officer may result in an unnecessary delay in the Contractor's performance, and may even result in the Contractor expending funds for unallowable costs under the contract.

h. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to 52.233-1 - Disputes.

i. In addition to providing technical direction as defined above, 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) Assisting the Contractor in the resolution of technical problems encountered during performance.
- 3) Reviewing all costs requested for reimbursement by Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

### G.3 METHOD OF PAYMENT (MAR 1987)

a. Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.

b. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, the Contractor shall forward the following information in writing to the Contracting Officer within seven days after the effective date of the contract.

- 1) Name and address of organization.
- 2) Contact person and telephone number.
- 3) Name and address of financial institution.
- 4) Contractor's financial institution's 9-digit ABA identifying number for routing transfer of funds.
- 5) Telegraphic abbreviation of Contractor's financial institution.
- 6) Account number at Contractor's financial institution.
- 7) Signature and title of person supplying this information.

c. In the event the Contractor's financial institution does not have access to the Federal Reserve Communication System, the Contractor shall forward the following information with regard to a correspondent or alternate financial institution. The information shall be in writing and submitted to the Contracting Officer within seven days after the effective date of the contract.

- 1) Name and address of organization.
- 2) Contact person and telephone number.
- 3) Name and address of financial institution.
- 4) Telegraphic abbreviation of Contractor's financial institution.
- 5) Account number at Contractor's financial institution.
- 6) Name and address of the correspondent financial institution that has access to the Federal Reserve Communications System.
- 7) Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds.
- 8) Telegraphic abbreviation of correspondent financial institution.
- 9) Signature and title of person supplying this information.

d. Any changes to the information furnished under this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

(End of Clause)

#### G.4 PAYMENT DUE DATE (MAR 1987)

a. Progress payments, if authorized under this contract, will be due thirty (30) calendar days after receipt of a proper invoice in accordance with the attached "Billing Instructions" (See Section J for List of Attachments). Such payments are solely for financing purposes and shall not accrue interest under the Prompt Payment Act.

b. Payments subject to the Prompt Payment Act under this contract will be due 30 calendar days after the later of:

1. The date of actual receipt of a proper invoice in accordance with the attached "Billing Instructions", or
2. The date the final deliverable products/services are accepted by the Government, or

## 3. The date the contract expires.

c. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after receipt of the final deliverable product or completion of performance of all services in accordance with the terms of the contract.

d. If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph c of this clause will apply to the new delivery of the final product/service.

(End of Clause)

## G.5 INTEREST ON OVERDUE PAYMENTS (MAR 1987)

a. The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payment of the expiration invoice under this contract and requires the payment of interest to Contractors on overdue payments of the expiration invoice or improperly taken discounts.

b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:

1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.

2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

c. For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

(End of Clause)

## G.6 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



(End of Clause)

... shall be deemed to be a breach of this contract if the contractor fails to provide a timely and complete report of the status of the project to the sponsor. The contractor shall also be responsible for the timely and complete replacement of key personnel who have been terminated, reassigned or have otherwise become unavailable for the project. Any such replacement shall be made within the time frame specified in the contract. The contractor shall also be responsible for the timely and complete replacement of key personnel who have been terminated, reassigned or have otherwise become unavailable for the project. Any such replacement shall be made within the time frame specified in the contract.



SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 KEY PERSONNEL (MAR 1987)

a. The following individuals are considered to be essential to the successful performance of the work hereunder.

\*  
\_\_\_\_\_  
\*  
\_\_\_\_\_  
\*  
\_\_\_\_\_  
\*  
\_\_\_\_\_  
\*  
\_\_\_\_\_

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

b. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed



fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

(End of Clause)

#### H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

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

(End of Clause)

#### H.3 DISSEMINATION OF CONTRACT INFORMATION (MAR 1987)

The Contractor shall comply with the attached requirement of NRC Manual Chapter 3202 and 3206 (See Section J for List of Attachments) regarding publications or any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(End of Clause)

#### H.4 PRIVATE USE OF CONTRACT INFORMATION AND DATA (MAR 1987)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished the Contractor in the performance of this contract, shall be used only in connection with the work under this contract.

(End of Clause)

#### H.5 DRAWINGS, DESIGNS, AND SPECIFICATIONS (MAR 1987)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the

Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

(End of Clause)

H.6 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST  
(OMB CLEARANCE NUMBER 3150-0112) (MAR 1987)

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

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

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

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

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

d. Disclosure after award.

1) The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402(a).

2) The Contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract,

it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

e. Access to and use of information.

1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

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

(ii) Compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;

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

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

2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat such information in accordance with restrictions placed on use of the information.

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

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

g. Remedies. For breach of any of the above prescriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other

remedies as may be permitted by law or this contract.

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

(End of Clause)

#### H.7 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (MAR 1987)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under Wage Determination Number 86-1255 (Rev.3 ) dated 1/15/88 which is attached (See Section J for List of Attachments).

(End of Clause)

#### H.8 GOVERNMENT RIGHTS IN COMPUTER SOFTWARE

(a) The Government, for itself and such others as it deems appropriate, will have sole, unlimited rights in computer software specifically developed or generated (i.e., designed and developed) under this contract. Unlimited rights under this contract are rights to use, duplicate, or disclose software data, in whole or in part, in any manner and for any purpose whatsoever.

(b) For software not specifically developed or generated under this contract, the Contractor may restrict the Government's rights therein. The fact that the total complement of software involved may incorporate some elements of software to which the government has unlimited rights shall not affect the Contractor's authority to impose restrictions on the Government's rights. As a minimum, however, the Government will have the right to:

- (1) Have unlimited use of such software on computer system(s) for which or with which it is acquired.
- (2) Use such software with a backup system if the system for which or with which it was acquired is inoperative because of a malfunction, an emergency, change(s) in engineering performance, or change(s) in computer features or models.
- (3) Use such software with the computer at any Government installation to which the computer may be transferred by the Government.
- (4) Copy computer software for safekeeping (archives) or backup purposes.
- (5) Modify such software or combine it with other programs or material. All modifications by the Government will be treated as



stated in (a) above. However, any such modification shall not change or limit the Contractor's rights with respect to such software in its original, modified, or combined form. If software defects result from program portions which have been added or modified by the Government, then the Government, not the vendor, is responsible for any resulting adverse effects. However, if vendor provided portions are defective, then the vendor is responsible for providing the software support and/or operating software malfunction credits as specified elsewhere in the contract.

(6) Retain sole unlimited rights to the part that it owns.

(c) Nothing contained herein shall be construed to restrict or limit any right which the Government possesses or may acquire from other sources in the above software or software data or its use.



PART II - CONTRACT CLAUSES

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SECTION 1 - CONTRACT CLAUSES

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I.1 CLAUSES INCORPORATED BY REFERENCE  
(FAR 52.252-2) (APR 1984)

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

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

CLAUSE NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.204-2	APR 1984	SECURITY REQUIREMENTS
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1984	AUDIT -- NEGOTIATION
52.215-22	APR 1984	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-23	APR 1985	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-25	APR 1985	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
52.215-26	APR 1987	INTEGRITY OF UNIT PRICES
52.215-30	SEP 1987	FACILITIES CAPITAL COST OF MONEY
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.216-7	APR 1984	ALLOWABLE COST AND PAYMENT
52.216-8	APR 1984	FIXED FEE
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND

		SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN- OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.223-2	APR 1984	CLEAN AIR AND WATER
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.228-7	APR 1984	INSURANCE -- LIABILITY TO THIRD PERSONS
52.230-3	SEP 1987	COST ACCOUNTING STANDARDS
52.230-4	SEP 1987	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.230-5	SEP 1987	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.232-17	APR 1984	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES
52.233-3	JUN 1985	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.243-2	AUG 1987	CHANGES -- COST-REIMBURSEMENT ALTERNATE I I (AUG 1987)
52.244-2	JUL 1985	SUBCONTRACTS UNDER COST-REIMBURSEMENT AND LETTER CONTRACTS
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	APR 1984	INTERAGENCY MOTOR POOL VEHICLES AND RELATED SERVICES
52.232-25	FEB 1988	PROMPT PAYMENT ALTERNATE II (FEB 1988)

## 1.2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7)

(a) Definitions. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purposes of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or subcontract entered into in connection with any such prime contract, and (2) includes any person who offers to furnish or furnishes supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback; or

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly the amount of any kickback in the contract price charged by the prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or a higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations

described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted or charged under the contract in violation of paragraph (b) of this clause, the Contracting Officer may--

(i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or (ii) direct that the Contractor withhold from sums owed the subcontractor, the amount of kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the latter case, the contractor shall notify the Contracting Officer when monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5), in all subcontracts under this contract.

(End of Clause)

### 1.3 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0. In addition to this dollar ceiling, overtime is permitted only for work--

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

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

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and



operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

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

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

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

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

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

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

(End of Clause)

#### I.4 SERVICE CONTRACT ACT OF 1965 (I-FSS-222-41) (APR 1984)

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR Part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classifications listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section. (The information collection requirements contained in the following



paragraphs of this section have been approved by the Office of Management and Budget under OMB control number 1215-0150.)

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates shall bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contracts which are listed

In the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work but the unlisted class of employees, the contractor shall advise the contracting officer of the action taken by the other procedures in paragraph(b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b) (2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment of determined conformable thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of Section 4.10(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Section 4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided services of a character similar in the locality, or determines, as provided in Section 4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract. (Approved by the Office of Management and Budget under

OMB control number 1215- 0150.)

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor. (Sections 4.6(g)(1)(i) through (vi) approved by the Office of Management and Budget under OMB control number 1215-0017 and sections 4.6(g)(1)(v) and (vi) approved under OMB control number 1215-0150.):

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classification, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Section 4.6(1)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such



records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment of advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor in the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term "contractor" as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government prime contractor."

(k)(1) As used in these clauses, the term "service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant



to section 2(a)(5) of the Act and is for informational purposes only: The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	Monetary wage-fringe benefits
System Analyst	\$18.61
Programmer/Analyst	\$15.65

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such facts to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approval by the Office of Management and Budget under OMB control number 1215-0150.)

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Section 4.173 of Regulations 29 CFR Part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

(n)(1) By entering into this contract, the contractor (and

officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of

Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531: Provided, however, that the amount of such credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. To utilize this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; (approved by the Office of Management and Budget under OMB control number 1215-0017);

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part: 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(FDR Temporary Regulation 76)

PART III - LIST OF DOCUMENTS, EXHIBITS  
AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Billing Instructions
3	NRC Manual Chapter 3202
4	Standard Form 1411 with Instructions
5	Tables 1 through 3
6	Wage Determination

(End of Attachment)

J.2 TYPE OF BUSINESS ORGANIZATION (FAR 32.205-8) (MAR 1987)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS

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K.1 CONTINGENT FEE REPRESENTATION AND  
AGREEMENT (FAR 52.203-4) (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.)

(1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and

(2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of Provision)

K.2 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

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

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



or

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

(End of Provision)

K.3 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(End of Provision)

K.4 SMALL BUSINESS CONCERN REPRESENTATION  
(FAR 52.219-1) (MAY 1986)

The offeror represents and certifies as part of its offer that it ( ) is, ( ) is not a small business concern and that ( ) all, ( ) not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(End of Provision)

K.5 SMALL DISADVANTAGED BUSINESS CONCERN  
REPRESENTATION (FAR 52.219-2) (APR 1984)

(a) Representation. The offeror represents that it ( ) is, ( ) is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

(End of Provision)

K.6 WOMEN-OWNED SMALL BUSINESS REPRESENTATION  
(FAR 52.219-3) (APR 1984)

(a) Representation. The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(End of Provision)

K.7 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS  
(FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled

to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

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

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

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

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR

## CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

(End of Provision)

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

The offeror represents that--

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ( ) has, ( ) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.10 AFFIRMATIVE ACTION COMPLIANCE  
(FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K.11 CLEAN AIR AND WATER CERTIFICATION  
(FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ( ), is not ( ) listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of Provision)

K.12 COST ACCOUNTING STANDARDS NOTICES AND  
CERTIFICATION (NONDEFENSE)  
(FAR 52.230-2) (APR 1984)

Note: This notice does not apply to small businesses or foreign governments.

(a) Any contract over \$100,000 resulting from this solicitation shall be subject to Cost Accounting Standards (CAS) if it is awarded to a business unit that is currently performing a national defense CAS-covered contract or subcontract, except when--

(1) The award is based on adequate price competition;

(2) The price is set by law or regulation;

(3) The price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(4) One of the exemptions in 4 CFR 331.30(b) applies (also see Federal Acquisition Regulation (FAR) 30.301(b)).

(b) Contracts not exempted from CAS shall be subject to full or modified coverage as follows:

(1) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to full CAS coverage (4 CFR 331), this contract will have full CAS coverage and will contain the clauses from the FAR entitled Cost Accounting Standards (52.230-3) and Administration of Cost Accounting Standards (52.230-4).

(2) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to modified CAS coverage (4 CFR 332), this contract will have modified coverage and will contain the clauses entitled Disclosure and Consistency of Cost Accounting Practices (52.230-5) and



## Administration of Cost Accounting Standards (52.230-4).

## A. Certificate of CAS Applicability

The offeror hereby certifies that--

( ) The offeror is not performing any CAS-covered national defense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing if it is awarded any national defense CAS-covered contract or subcontract subsequent to the date of this certificate but before the date of the award of a contract resulting from this solicitation. (If this statement applies, no further certification is required.)

( ) The offeror is currently performing a negotiated national defense contract or subcontract that contains the Cost Accounting Standards clause at FAR 52.230-3.

( ) The offeror is currently performing a negotiated national defense contract or subcontract that contains the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-5.

## B. Additional Certification--CAS Applicable Offerors

( ) The offeror subject to Cost Accounting Standards further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement where it has been submitted pursuant to CAS Board regulations (4 CFR 351).

## C. Data Required--CAS Covered Offerors

The offeror certifying that it is currently performing a national defense contract containing either CAS clause (see A above) is required to furnish the name, address (including agency or department component), and telephone number of the cognizant Contracting Officer administering the offeror's CAS-covered contracts.

Name of Contracting Officer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

(End of Provision)

## K.13 ORGANIZATIONAL CONFLICTS OF INTEREST (MAR 1987)

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

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

Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR 20-1.5403(b)(1) are involved or the Contracting Officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the Contracting Officer. If the Contracting Officer determines that organizational conflicts exist, the following actions may be taken:

(i) Impose appropriate conditions which avoid such conflicts,

(ii) Disqualify the offeror, or

(iii) Determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of 20-1.5411.

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

The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work from the statements of work contained in 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 by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

(End of Provision)

K.14 CERTIFICATION REGARDING DEBARMENT STATUS (MAR 1987)

The offeror hereby certifies by submission of this offer that it and any subcontractor(s) that will be performing under this contract is not a debarred person or firm.

(End of Provision)

K.15 Current/Former Agency Employee Involvement

The offeror represents that the following person(s) are current/former NRC employees who have been or will be involved, directly or indirectly, in developing the offer, or in negotiating on behalf of the offeror, or in managing, administering or performing any contract, consultant agreement or subcontract resulting from this offer (list name, title, date individual left NRC and provide brief description of individual's role under the proposal):

Check here if this information is not applicable to your proposal ( ).

1.2 THE OFFEROR CERTIFIES THAT IT IS NOT A DEBARRED PERSON OR FIRM.

The offeror certifies that it and any subcontractor(s) that will be performing under this contract is not a debarred person or firm.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
TO OFFERORS

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L.1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FAR 52.252-1) (APR 1984)

This solicitation incorporates the following provisions by reference. These provisions have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

PROVISION NUMBER	DATE	TITLE
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-7	APR 1984	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS
52.215-8	APR 1984	ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS
52.215-9	APR 1984	SUBMISSION OF OFFERS
52.215-10	APR 1984	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	APR 1984	FAILURE TO SUBMIT OFFER
52.215-16	APR 1985	CONTRACT AWARD

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

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

(End of Provision)

## L.3 SERVICE OF PROTEST (FAR 52.233-2) (JAN 1985)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from:

Ronald D. Thompson

## Hand-Carried Address:

U.S. Nuclear Regulatory Commission  
Division of Contracts  
Mail Stop AR-2223  
Washington, DC 20555

## Mailing Address:

All proposals should be addressed as indicated in Block 7, however, handcarried proposals (including Express Mail) must be delivered

(End of Provision)

## L.4 LEVEL OF EFFORT (MAR 1987)

The NRC's estimate of the total of professional and clerical effort for this project is approximately 6 staff-years for the duration of this contract. This information is advisory and is not to be considered as the sole basis for the development of the staffing plans. For the purposes of the Government estimate, 2080 hours constitutes a staff year.

(End of Provision)

## L.5 ESTIMATED DURATION (MAR 1987)

It is estimated that the duration of the contract will be 2 years.

(End of Clause)

## L.6 ACCEPTANCE PERIOD (MAR 1987)

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

(End of Provision)



L.7 SMALL BUSINESS SIZE STANDARD AND PRODUCT CLASSIFICATION  
(MAR 1987) ALTERNATE I (MAR 1987)

The Standard Industrial Classification for the supplies/services described herein is 7379. The small business standard is average annual receipts of \$12,500,000.00 over the past three (3) years.

(End of Provision)

L.8 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (MAR 1987)

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

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.

(End of Provision)

L.9 DISPOSITION OF PROPOSALS (MAR 1987)

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

(End of Provision)

## L.10 PROPOSAL PRESENTATION AND FORMAT (MAR 1987)

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

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

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

2) One (1) original and 6 copies of the "Cost Proposal" shall be submitted.

3) One (1) original and 6 copies of the "Technical and Management Proposal" shall be submitted.

c. Cost Proposal

The Offeror must utilize the Standard Form 1411, Contracting Pricing Proposal Cover Sheet, in submitting the Cost Proposal. A copy of the form and instructions are attached to this solicitation. The information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicated. The Cost Proposal must be submitted separately from the Technical and Management Proposal.

d. Technical and Management Proposal

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

The Offeror shall submit with the Technical and Management Proposal full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement.

Statements which paraphrase the statement of work without communicating the specific innovation proposed by the Offeror or statements to the effect that the Offeror's understanding can or will comply with the statement of work may be construed as an indication of the Offeror's lack of understanding of the statement of work and objectives.

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

- 1) Discussion of the statement of work to substantiate the Offeror's understanding of the requirement.
- 2) Discussion of the proposed method of approach to meet the objective.
- 3) Indicate potential problem areas and the approach to be taken to resolve said areas.
- 4) Statements of any interpretations, requirements, or assumptions made by the Offeror.
- 5) Discuss support personnel and facilities available to assist the professional personnel.
- 6) Identify "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. Include a matrix indicating Key Personnel software knowledge and experience by years for each software package listed in Tables 2 and 3.
- 7) Include resumes for all professional personnel to be utilized in the performance of any resulting contract. Include educational background, specific pertinent work experience and a list of any pertinent publications authored by the individual.
- 8) Describe the source of personnel required for performance of each task including those 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 employed at time of contract award.
- 9) If the Offeror plans to obtain consultant services, explain the need for such services. List the proposed consultants by name, describe the work they will perform under this contract, and include related past experience. Individuals who are employees of the Contractor or of the U.S. Government are prohibited from being paid as a consultant under this contract.
- 10) If the Offeror plans to subcontract any of the work to be performed, list proposed subcontractors, if known, by name. Provide a detailed description of the work to be performed by the subcontractor.
- 11) For Key Personnel proposed, specify allocation of staff to the two NRC support centers.

12) Describe the 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.

13) Procedures to periodically review in-house organizational functions, program reviews and controls and subsequent coordination with the NRC.

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

15) The Offeror shall list any commitments with other organizations, Government and/or commercial for the same or similar effort.

16) Describe corporate qualifications and experience in the development and management of user-assistance support center projects.

17) Describe depth of staff available for this contract expertise in the products listed in Evaluation Criteria.

18) Describe personnel experience and qualifications as they relate to specific information center activities, i.e., "hot-line", demonstrations, product review.

(End of Provision)

#### L.11 NONDISCRIMINATION BECAUSE OF AGE (FAR 22.901) (MAR 1987)

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 bonafide 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 bonafide occupational qualification, retirement plan, or statutory requirement.

(End of Provision)

#### L.12 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (MAR 1987)

All offerors are requested to provide their DUNS number code in the box marked "code" in item 15A of SF 33. In the event the code is unknown, enter "N.A."

(End of Provision)



SECTION M - EVALUATION FACTORS FOR AWARD

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M.1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FAR 52.252-1) (APR 1984)

This solicitation incorporates the following provisions by reference. These provisions have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

PROVISION NUMBER	DATE	TITLE
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None by reference

M.2 CONTRACT AWARD AND EVALUATION OF PROPOSALS. (MAR 1987)

a. By use of numerical and narrative scoring techniques, proposals will be evaluated against the evaluation factors specified in the paragraph below. These factors are listed in their relative order of importance. Award will be made to the offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is most advantageous to the Government; and who is considered to be responsible within the meaning of Federal acquisition Regulation Part 9.1.

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

c. The Government may:

- 1). Reject any or all offers if such action is in the public interest.
- 2). Accept other than the lowest offer.
- 3). Waive informalities and minor irregularities in offers received.

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

e. A separate cost analysis will be performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data shall be expressed in staff hours.

f. In making the above determination, an analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule.

(End of Provision)

### M.3 EVALUATION CRITERIA (MAR 1987)

#### Evaluation Criteria

1. Contractor Key Personnel Qualifications and Experience (65 points)
  - a. General experience in end-user computer support services. NRC desires that each contractor staff member have a minimum of two years experience in Information Technology Services under a similar environment. (15 points)
  - b. Specific experience with software supported by the NRC. NRC desires that each contractor staff member qualified to support software identified in Tables 2 and 3 have a minimum of two years experience with the software package identified. Emphasis will be placed on applications development and end-user support services experience in the area of user written applications. (15 points)
  - c. Specific experience with IBM mainframe and IBM PC or compatible microcomputers. NRC desires that each contractor staff member have a minimum of two years experience with IBM OS/MVS/XA mainframes or IBM compatible microcomputers. Additional credit will be given for experience with IBM 5520 and IBM Displaywriter. (10 points)
  - d. Documented experience in oral and written communication skills. Emphasis will be placed on experience in the development of user assistance documentation, user demonstrations of software and hardware, and software or hardware documentation. (10 points)
  - e. General technical experience with mainframes and (5 points)

microcomputer software similar in function to those listed in Tables 2 and 3. Particular emphasis will be placed on IBM and Data General mainframes, and microcomputer word processing and database management systems.

- f. General technical experience in the evaluation of microcomputer software and hardware products. ( 5 points)  
Emphasis will be placed on experience in user interface, compatibility with other software products, and computer-based tutorial systems.

- g. Formal education or certified training relevant to requirements of the contract. ( 5 points)

2. Corporate Qualifications and Experience (15 points)

Demonstrated experience in the development and management of user-assistance support center projects. The ability to staff and to provide high-quality on-site support and backup staff sufficient to meet fluctuations in workload over the contract period. The ability to provide planning of this effort in response to changes and delineation of work requirements.

3. Overall Qualifications of Proposed Contractor Team (10 points)

In staffing this project emphasis will be given to providing sufficient depth of staff (2 persons) experienced in the following products: IBM PC/DOS, MS/DOS, IBM BASIC Interpreter, LOTUS, dBASE III AND III PLUS, CROSSTALK XVI, IBM DISPLAYWRITE, SUPER PROJECT PLUS, OS/MVS/XA, TSO, WYLBUR, RAMIS, IDMS/R (OLQ/Culprit), and IBM/TSO KERMI communications protocol. Experience with the remaining software listed in Tables 2 and 3 is desired and will be evaluated.

*as minimum*

*all other*

4. Understanding the Scope of Work (10 points)

Degree to which staffing and overall approach demonstrates understanding of the Nuclear Regulatory Commission's role, ADP requirements and standards, and information management needs.

Total Points: 100

(End of Provision)