

AWARD/CONTRACT

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1. CONTRACT (Proc. Inst. Ident.) NO. NRC-10-83-328	2. EFFECTIVE DATE 3/4/83	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA NO. ADM-83-328	4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1. RATING:
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		6. ADMINISTERED BY (If other than block 5)	7. DELIVERY FOB DESTI- NATION <input checked="" type="checkbox"/> NATION <input type="checkbox"/> OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS  Ames Safety Envelope Company Ames Color File Division 237 Lancaster Avenue Devon, PA 19333	9. DISCOUNT FOR PROMPT PAYMENT
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12 In accordance with billing instructions herein	

11. SHIP TO/MARK FOR	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission ORM/Division of Accounting and Finance Attn: Gove/COM Accounts Washington, D.C. 20555
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13. THIS PROCUREMENT WAS  ADVERTISED,  NEGOTIATED, PURSUANT TO:  10 U.S.C. 2304 (a)(1)  41 U.S.C. 252 (c)(1)

14. ACCOUNTING AND APPROPRIATION DATA  
B&R No. 42-20-26-704 Appn No.: 31X0200.403 Amount: \$14,755.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>The U.S. Government hereby accepts your bid on IFB No. RS-ADM-83-328 dated February 17, 1983 for Specialized File Folders.</p> <p>Article VI - Total Amount of Contract</p> <p>The firm fixed price for delivery and acceptance of the service/supplies required hereunder is \$14,755.00.</p> <p>Article VII - Scott Stucky is hereby designated the Project Officer for this contract.</p> <p>Type of Contract: Firm Fixed Price Fully Funded</p>				

21. 8303160069 830304 PDR CONTR NRC-10-83-328 PDR TOTAL AMOUNT OF CONTRACT \$ 14,755.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	26. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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23. NAME OF CONTRACTOR	27. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY <i>Mattia</i> (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print)	25. DATE SIGNED	28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia	29. DATE SIGNED 3/4/83
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<b>SOLICITATION, OFFER AND AWARD</b>		3. CERTIFIED FOR NATIONAL DEFENSE UNDER DPA REG. 1 AND/OR DPA REG. 1 RATING	4. PAGE 1 OF 1
1. CONTRACT (Title, Line Items, and NO) NRC-10-83-328	2. SOLICITATION NO. IFB RS-ADM-83-328	5. DATE ISSUED 1/11/83	6. REQUISITION/PURCHASE REQUEST NO. RFPA No. ADM-83-328
7. ISSUED BY U. S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		8. ADDRESS OFFER TO (If other than above) Room 2223, 4550 Montgomery Ave Bethesda, MD 20814	

SOLICITATION

9. Sealed offers in original & 2 signed copies which the amount or amounts in the Schedule will be received at the place specified in block 8 or if hand-carried, in the depository located in Room 2223, 4550 Montgomery Ave, Unit 2:00 PM EST local time 2/11/83 Bethesda, MD 20814 (Hour) (Date)

CAUTION - LATE OFFERS: See parts 7 and 8 of Solicitation Instructions and Conditions. All offers are subject to the following:

- 1. The Solicitation Instructions and Conditions, SF 33-A, January 1973 edition which is attached or incorporated herein by reference.
- 2. The General Provisions, SF 32, \_\_\_\_\_ edition, which is attached or incorporated herein by reference.
- 3. The Schedule included herein and/or attached hereto.
- 4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.

FOR INFORMATION CALL (Name & telephone no.) (No collect calls) Mrs. J. Bazin, Bid Opening Officer, 301/492-7182 Ms. S. Donati, Bid Opening Officer's Representative

SCHEDULE

10. ITEM NO.	11. SUPPLIES-SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
<p>TELEGRAPHIC BIDS ARE UNAUTHORIZED</p> <p>NOTE: SEE PART III OF THIS SOLICITATION PACKAGE. THE ADDRESS SHOWN IN BLOCK 7 IS FOR MAILING ONLY. HAND-CARRIED BIDS SHOULD BE DELIVERED AS ADDRESSED IN BLOCK 9 ABOVE. THIS INCLUDES DELIVERY BY ANY EXPRESS MAIL SERVICES OR SPECIAL DELIVERY SERVICES WHICH USE A COURIER OR OTHER PERSON TO DELIVER THE BID IN PERSON TO THE NRC OFFICE (pages 2 and 3 must also be fully completed by offeror)</p>					

In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (70 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.

17. OFFEROR NAME AND ADDRESS 237 LANCASTER AVE DEVON PA 19333 AREA CODE AND TELEPHONE NO * See below	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER DAVID R. McCONNELL REGIONAL SALES MANAGER	19. SIGNATURE David R. McConnell	20. OFFER DATE 2-17-83
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AWARD (To be completed by Government)

21. ACCEPTED AS TO ITEMS NUMBERED All Items	22. AMOUNT \$14,755.00	23. ACCOUNTING AND APPROPRIATION DATA B&R No.: 42-20-26-704 Appn. No.: 31X0200.403
24. SUBMIT INVOICES (If copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 8	25. ADMINISTERED BY U.S. Nuclear Regulatory Commission ORM/Division of Accounting and Finance Attn: GOV/COM Accounts Washington, D.C. 20555	26. UNITED STATES OF AMERICA
27. NAME OF CONTRACTING OFFICER (Type or print) M. J. Mattia	28. BY Signature of contracting officer	29. MAKE DATE

Award will be made on this form or on Standard Form 28 or on other official written order.

**REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS**

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

The offeror represents as part of his offer that:

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

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

**2. MINORITY BUSINESS ENTERPRISE**

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

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

He is a  regular dealer in  manufacturer of, the supplies offered.

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

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

**5. TYPE OF BUSINESS ORGANIZATION**

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

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

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

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

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

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

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

OFFEROR'S E.O. NO.

PARENT COMPANY'S E.O. NO.

**7. EQUAL OPPORTUNITY**

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

(b) The bidder (or offeror) represents that (1) he  has developed and has on file,  has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 50.1 and 50.2) or (2) he  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

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

**1. BUY AMERICAN CERTIFICATE**

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

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

2. **CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act 142 U.S.C. 1857c-3(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or is not otherwise exempt.)

The bidder or offeror certifies as follows:

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

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

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

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

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

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

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

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

(b) Each person signing this offer certifies that:

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

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

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

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

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

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

Continued on Page 4

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

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

PART I

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

## 5. WOMAN-OWNED BUSINESS

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

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

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

## 6. PERCENT OF FOREIGN CONTENT

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

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

The offeror hereby certifies as follows:

(a) In the performance of Federal contracts, he and his subcontractors shall not in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational retirement plan, or statutory requirement, and

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

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

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

## 11. CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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 paragraph 20-1.5403(b)(1).

If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR 20-1.5403(b)(1) are involved or the Contracting Officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant factors bearing on his representation to the Contracting Officer. If the Contracting Officer determines that organizational conflicts exist, the following actions may be taken:

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

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

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

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

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

**1. DEFINITIONS.**

As used herein:

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

**2. PREPARATION OF OFFERS.**

- (a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
- (c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- (g) Code boxes are for Government use only.

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

**4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.**

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

**5. SUBMISSION OF OFFERS.**

- (a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see paragraphs 7 and 8.)
- (c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

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

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

- (a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:
- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
- (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

- (c) The only acceptable evidence to establish:
- (1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)
- (2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Note: The term "telegram" includes mailgrams.

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

- (a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:
- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);
- (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or
- (3) It is the only proposal received.
- (b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a) (1) and (a) (2) of this provision.
- (c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- (d) The only acceptable evidence to establish:
- (1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)
- (2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

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

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

Note: The term "telegram" includes mailgrams.

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

#### 9. DISCOUNTS.

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

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

#### 10. AWARD OF CONTRACT.

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

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

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

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

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

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

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

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

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

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

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

35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

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

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

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

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

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

#### 18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

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

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

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



## PART II - (Continued)

B. NOTICE TO BIDDERS1. Notice of Requirement to Certify Nonsegregated Facilities

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

2. Bid Identification

Mailing envelopes shall be marked with the IFB number as specified on Page 1, Block #2 of this solicitation. The IFB number should also be referenced in your cover letter and on each page of your bid.

3. Cost of Bid Preparation

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

4. Award Notification

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

5. Minimum Bid Acceptance Period

Bids offering fewer than 90 days for acceptance by the Government from the date set for opening will be rejected as non-responsive.

6. Prices

Bidders must insert a definite price or indicate "no charge" in the blank space provided for each item and/or subitem listed in Article I hereof. Unless expressly provided for herein, no additional charge will be allowed for work performed under the contract other than the unit price stipulated herein for each such item and/or subitem.

## PART II - (Continued)

B. NOTICE TO BIDDERS7. Other Contractual Commitments

The bidder shall list any commitments with agencies, Government or private, and indicate whether these commitments will or will not interfere with the completion of work and services contemplated under this solicitation.

8. Type of Contract and General Provisions

It is contemplated that a firm fixed price type contract will be awarded. The contract will include all applicable items and conditions as prescribed by the Federal Procurement Regulations. Standard Form 32, General provisions (4/1/82 edition) are attached hereto and form a part of any resultant contract.

9. Additional Facilities or Property

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

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

Bidders should note that this solicitation includes a provision requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$2,500 or more.

11. Commitment of Public Funds

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

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

It is the policy of the Executive Branch of the Government that (a) Contractors and Subcontractors engaged in the performance of Federal contracts shall not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement, and (b) that Contractors and Subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

13. Brand Name or Equal

(As used in this clause, the term "Brand Name" includes identification of products by make or model.)

(a) If items called for by this IFB have been identified in the schedule by an "Ames Easiclip or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bidders bidding "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristic requirements listed in the IFB.

(b) Unless the bidder clearly indicates in his bid that he is bidding an "equal" product, his bid shall be considered as bidding a brand name product referenced in the IFB.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the IFB, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his bid, as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS: The purchasing activity is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to (i) determine whether the product offered meets the salient characteristic requirements of the IFB and (ii) establish exactly what the offeror proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity. (2) If the bidder proposes to modify a product so as to make it conform to the requirements of the IFB, he shall (i) include in his bid a clear description of such proposed modifications and (ii) clearly mark any descriptive material to show the proposed modifications.

14. Samples Available for Viewing

Samples of the folders required by Article II of this solicitation will be available for examination by prospective bidders during the period allowed for the submission of bids at the following location:

U.S. Nuclear Regulatory Commission  
Public Document Room  
1717 H Street, N.W.  
Washington, DC 20555  
(8:30 a.m. - 5:00 p.m.)

These samples are not identical to the requirements for items to be furnished under any resulting contract(s). These samples are provided for such information and assistance as it may provide prospective bidders with respect to the general nature of the requirements of this solicitation. The Government does not represent that any of the samples available for viewing meet the requirements of this solicitation in every respect.

15. FIRST ARTICLE (GOVERNMENT TESTING)

- (a) For the purpose of this contract, the term "First Article" has the same meaning as the synonymous terms "preproduction model(s)."
- (b) The First Article shall conform in every respect with the requirements set forth for production and shall be manufactured with tools, materials and methods which are the same as, or representative of, the supplies to be furnished under Items 1, and 2 (herein called production supplies). The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "First Article Approval - Government Testing" until after it has been determined by the Contractor to be in compliance with said requirements. The First Article shall be delivered to the address shown in Article III of this solicitation.
- (c) The Contractor shall incorporate all modifications required by any conditional approval and correct any damage or deterioration resulting from testing or shipment of the First Article. As so modified and corrected, and subject to the next to last sentence of Paragraph (b) of the clause of this contract entitled "First Article Approval - Government Testing," the approved First Article shall serve as a manufacturing standard.

16. Bid Evaluation

- A. Bids in response to this IFB shall set forth full, accurate, and complete information as required herein. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.
- B. Bids will be evaluated for purposes of award by first ascertaining the sum of the total amounts for each of the items specified in Article I, contained on Page 16 of this solicitation. To this "Total Bid Amount" will be applied any due consideration for discounts offered in Block No. 16 on Page 1 of this IFB. (See Part II, A, "Solicitation Instructions and Conditions," "Discounts.") This will constitute the bidder's "final bid amount."
- C. Any bid which is materially unbalanced as to prices for the separate items specified on Page 16 of this IFB may be rejected as nonresponsive. Such an unbalanced bid is defined as one which is based on prices which, in the opinion of NRC, are significantly less than cost for some work and/or prices that may be significantly overstated for other work.
- D. Award will be made to that responsive, responsible bidder within the meaning of Federal Procurement Regulation 1-1.12 whose total bid amount, as set forth by the bidder in the appropriate blank of Page 16 of this IFB, after NRC consideration of any applicable discount, constitutes the lowest overall evaluated final contract price to the Government based upon the requirements as set forth in the schedule.
- E. Notwithstanding Part II, Paragraph 10, "Award of Contract", the award of any contract resulting from this solicitation will be made on an "all or none" basis. Thus, bids submitted on fewer than each of the items listed on Page 16 of this IFB, or on fewer of the estimated quantities for one or more of the items will cause the bid to be rejected as nonresponsive.
- F. Separate charges, in any form, are not solicited. Bids containing such charges for discontinuance, termination, failure to exercise an option, or for any other purpose will cause the bid to be rejected as nonresponsive.
- G. A preaward onsite survey of the bidder's facilities, equipment, etc. in accordance with FPR 1-1.1205-4 may be made by representatives of the Commission for the purpose of determining whether the bidder is responsible within the meaning of FPR 1-1.12 and whether the bidder possesses qualifications that are conducive to the production of work that will meet the requirements, specifications, and provisions of this contract. Also, if requested by the Commission, the prospective contractor may be required to submit statements within 72 hours after such request: (i) concerning their ability to meet any of the minimum standards set forth in FPR 1-1.1203, (ii) samples of work, and (iii) the names and addresses of clients, Government agencies and/or commercial firms which the bidder is now doing or has done business with.

17. NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

- A. General. Bids or proposals under this procurement are solicited only from (1) small business concerns and (2) eligible organizations for the handicapped and handicapped individuals under the Small Business Act. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity; or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns, or in the interest of assisting eligible organizations for the handicapped and handicapped individuals. Bids or proposals received from others will be considered nonresponsive.
9. Definitions. The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns: provided, that this additional requirement does not apply in connection with construction or service contracts.

18. Bidder Qualifications and Past Experience

(a) Before a bidder is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

(b) The Government reserves the right to have a representative or representatives inspect the plant of any bidder prior to awarding the contract for the purpose of ascertaining if the plant and equipment of the bidder afford the proper facilities for producing work which will meet the requirements, specifications, and provisions of this solicitation.

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

(1) Contract No.: 118520425  
Name and address of Government Agency or Commercial Entity: U.S. DEPARTMENT OF COMMERCE  
WASHINGTON, D.C.

Point of Contact and Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

(2) Contract No.: \_\_\_\_\_  
Name and address of Government Agency or Commercial Entity: \_\_\_\_\_  
\_\_\_\_\_

Point of Contact and Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

(3) Contract No.: \_\_\_\_\_  
Name and address of Government Agency or Commercial Entity: \_\_\_\_\_  
\_\_\_\_\_

Point of Contact and Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

19. Location of Bid Opening

A public bid opening will be held at 2:00 PM (EST) on February 11, 1983 in the NRC Bid Room located at the following address:

U. S. Nuclear Regulatory Commission  
Division of Contracts  
4550 Montgomery Avenue, Room 2223  
Bethesda, Maryland 20814



CONTINUATION SHEET

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Article I - Supplies/Services/ Prices					
1.	Folders, file, in accordance with the specifications set forth under Article II of this solicitation.				
	Blue Folders	8,000	lot	248	\$ _____
	Buff Folders	500	lot	130	\$ _____
	Deep Brown Folders	250	lot	32	\$ _____
	Black Folders	500	lot	32	\$ _____
	Light Gray Folders	750	lot	77	\$ _____
2.	Fasteners, "Ames Easiclip or Equal" in accordance with specifications set forth under Article II of the solicitation Bidding on:	10,000	lot	1750	\$ _____
	Name of Manufacturer: <u>Ames Easiclip</u>				
	Brand Name: _____				
	Number: _____				
3.	Charge Out Guides, in accordance with the specifications set forth under Article II of this solicitation	500	lot		\$ _____
4.	Labels, self adhesive in accordance with the specification set forth under Article II of this solicitation 1,000 labels per roll, 10 rolls of each color	100	lot		\$ _____
5.	Dispenser, for above labels	1	EA	30	\$ _____
TOTAL BID AMOUNT					\$ _____

Article II - Description/Specifications  
 (ALL SPECIFICATIONS MUST BE MET)

- Item 1 - Folders, file, 9-1/2 x 14-3/4", with a 1" cutout on the right side for use of color coding, 45 point pressboard, must have 2" cloth expansion gusset in the center of the file folder, must designate on right cutout room for at least 7 color bars 1" in length; date range; folder number, all folders (EXCEPT the black folders) shall be pre-printed in black ink, the BLACK folders shall be pre-printed in white ink; folders shall have a 8-1/2 x 1/2" strip of 11 point manila stock with pressure sensitive backing, be bonded on the right inside of the folder, flush with the cloth gusset, centered in the number 5 position, folders (EXCEPT the black folders) shall be pre-color-coded to reflect Integrated Filing System. SEE DRAWING NO. 1
- Blue folders (50)
  - Buff folders (70)
  - Deep Brown folders (B)
  - Light Gray folders (RM)
- Item 2 - Fastener, (Ames Easiclip or equal) for the above folders, one clip shall be inserted into each file folder, adhesive attachment or weave must be 4" or more, 3-3/4" hard plastic side band, 8 1/2" soft plastic tubing (must be capable of bending backwards for reproduction purposes), 2-7/8" X 2-1/4" U-shaped hard plastic connector that fits into the soft plastic tubing and is easily removed for purposes of inter filing; must be placed in the number 5 position on the inside right of the folder. SEE DRAWING NO. 2
- Item 3 - Charge Out Guides, 9-1/2 x 15-1/2" color red, made of semi-rigid 25 point vinyl, rounded corners with a protrusion of at least 4" in length with the word "OUT" printed in bold, black letters, equipped with 2 plastic sleeves, one the size of the entire folder for interfiling of matte finish 10 point vinyl, and the other sleeve shall be 8" X 3" for request out-form input of matte finish 10 point vinyl. SEE DRAWING NO. 3
- Item 4 - Ten (10) rolls each of 1" x 2" self-adhesive labels in ten (10) distinct colors; each separate color to be sequentially numbered in white with a single digit in the range 0-9; continuous rolls of 1,000 labels, each label to be numbered twice, each number to be centered on either 1" x 1" half of the label. SEE ATTACHMENT 7
- Item 5 - Dispenser, for above labels

Article III - Deliveries

A. Time of Delivery

Delivery is REQUIRED by the Government within one hundred twenty (120) days after the date of award. Bids offering delivery under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and will be rejected.

B. Place of Delivery

The items required hereunder shall be delivered FOB Destination to the following address:

U.S. Nuclear Regulatory Commission  
 ATTN: Mr. Scott Stucky  
 1717 H Street, N.W., Room 1121  
 Washington, D.C. 20555

Article IV - Price Certification

The Contractor warrants that the prices, rates, or factors quoted herein are as low or lower as the prices, rates, or factors quoted to, or paid by, any other purchaser for like quantities of the like item(s) required to be delivered hereunder.

Article V - Type of Contract

This is a firm fixed price contract

Article VI - Total Amount of Contract

The firm fixed price for the services/supplies to be furnished under this contract is \$ \*

Article VII- Technical Direction and Authorized Representative

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

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

Article VIII Inspection and Acceptance

- A. Inspection of the services and deliverables called for hereunder shall be performed by the Project Officer.
- B. Acceptance of the services and deliverables called for hereunder shall be accomplished by the Contracting Officer, or the Project Officer.

\*To be incorporated into any resultant contract.

ARTICLE IX - CONFLICT OF INTEREST

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

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

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

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

(d) Disclosure after award.

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

(e) Access to and use of information.

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

released to the public, the contractor agrees not to: (i) use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

- (2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

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

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

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

#### Article X - Preservation/Packaging/Packing

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

ARTICLE XI - Special Provisions

(a) The first article is one unit of Items 1 and 2 and shall, within twenty-one (21) calendar days from the date of this contract, be delivered to the Government at the destination specified PART II.B.15 for first article approval tests. The documentation accompanying the first article shall contain this contract number and the item identification. The performance or other characteristics which the first article must meet are contained in PART III - ARTICLE II

(b) The Contracting Officer shall, by written notice to the Contractor within fourteen (14) calendar days after receipt of the first article by the Government, approve, conditionally approve, or disapprove the first article. The notice of approval or conditional approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons therefore.

(c) If the first article is disapproved by the Government, the Contractor may be required, at the option of the Government, to submit an additional first article for first article approval test. After each notification by the Government to submit an additional first article, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs to the first article, or select another first article for testing. Such additional first article shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action of this first article within the time limit specified in (b) above. The costs of additional first article approval tests and all costs related to such tests shall be borne by the Contractor. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule necessitated by additional first article approval tests.

(d) If the Contractor fails to deliver any first article for test within the time or times specified, or if the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the "Default" clause of this contract, and this contract shall be subject to termination for default; provided, that failure of the Government in such an event to terminate this contract for default shall not relieve the Contractor of his responsibility to meet the delivery schedule for production quantities.

(e) Where the first article is not consumed or destroyed in testing, and unless otherwise provided in this contract, the Contractor (i) may deliver an approved first article as a part of the contract quantity if it meets all terms and conditions of this contract for acceptance, and (ii) shall be responsible for removal and disposition of any first article from the Government test site at his expense.

XI - Special Provisions (Continued)

(f) In the event the Contracting Officer does not approve, conditionally approve, or disapprove the first article within the time specified in (b) or (c) above, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates, or the contract price or both, and any other contractual provision affected by such delay, in accordance with the procedures provided in the "Changes" clause. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(g) Prior to approval of the first article, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity shall be at the sole risk of the Contractor, and costs incurred on account thereof shall not be allocable to this contract (i) for the purpose of progress payments prior to approval of the first article, if this contract contains the clause entitled "Progress Payments," or (ii) for the purpose of termination settlements, if this contract is terminated for the convenience of the Government prior to approval of the first article.

ARTICLE XII - General Provisions

This contract is subject to the Fixed Price Supply Contracts General Provisions, dated 4/1/82, which incorporates the Standard Form 32 (Rev. 4-75) General Provisions and FPR Changes and Additions to Standard Form 32 General Provisions (June 1972), attached hereto and made a part hereof by this reference.

The following articles are added and made a part of the General Provisions.

## 46. Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to contractors interest on overdue payments and 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.

## 47. Payment Due Date - FOB Destination

- (a) Payments under this contract will be due on 30 calendar days after the later of:
  - (1) The date of actual receipt of a proper invoice (original and 4 copies) to the U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM Accounts Section, Washington, D.C. 20555.
  - (2) The date the supplies are accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 14 calendar days after the date of delivery of the supplies in accordance with the terms of the contract.
- (c) If the supplies are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement supplies.
- (d) The date of the check issued in payment shall be considered to be the date payment is made.



## 48. Invoice Requirements

Invoices shall be submitted in an original and 4 copies to the U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM Accounts Section, Washington, D.C. 20555. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description price and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating documentation or information as required by the contract. See Attachment 1 - "Billing Instructions for Fixed Price Supply Contracts"