

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-25-82-318** 2. EFFECTIVE DATE **AUG 2 1982** 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA No. MPA-82-318** 4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1. RATING:

5. ISSUED BY **U.S. Nuclear Regulatory Commission**
 Division of Contracts
 Washington, DC 20555

6. ADMINISTERED BY (If other than block 5) _____

7. DELIVERY FOB DESTINATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **PRIME** **Small Business Administration**
 Washington District Office
 1111 18th Street, N.W.
 Washington, D.C. 20417

9. DISCOUNT FOR PROMPT PAYMENT _____

SUB-CONTRACTOR **Information Systems & Network's Corp.**
 5454 Wisconsin Ave., Suite 920
 Chevy Chase, MD 20815

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____

11. SHIP TO/MARK FOR **SEE ARTICLE I**

12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission**
 Office of Resource Management
 Division of Accounting & Finance
 Washington, DC 20555 ATTN: Gov/Com Accounts

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c) **15 & 15 U.S.C. 637(a)**

14. ACCOUNTING AND APPROPRIATION DATA
 Appropriation Symbol **31X0200.802** B&R No. **80-20-25-07-5** TOTAL AMOUNT OBLIGATED: **\$40,000.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	<p>Keypunch and verification services as may be required by the U.S. Nuclear Regulatory Commission for a one (1) year period as specified herein and in accordance with Information Systems and Network's Corp.'s proposal dated June 22, 1982, incorporated herein, by this reference.</p> <p>Contract Type: Fixed Price (Requirements) Project Officer: Dawn Oliver Contract Specialist: Ron Coleman</p>				

21. **(ESTIMATED) TOTAL AMOUNT OF CONTRACT \$ 170,092.65**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR _____

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

27. UNITED STATES OF AMERICA

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

24. NAME AND TITLE OF SIGNER (Type or print) **Scott F. Denniston**
 Contracting Officer
 B209230600 B20825
 PDR CONTR
 NRC-25-82-318 PDR

25. DATE SIGNED **AUG 4 1982**

28. NAME OF CONTRACTING OFFICER (Type or print) **Mary Jo Mattia**

29. DATE SIGNED **JUL 28 1982**

SPECIAL CLAUSES FOR PRIME CONTRACTS

1. The parties agree that the Information Systems & Network's Corp. (hereinafter call "Contractor") shall for and in the stead of the Small Business Administration fulfill and perform all of the requirements of this Prime Contract for the consideration stated herein.
2. By subcontracting, pursuant to the provisions of Section 8(a) of the Small Business Act, 15 USC 637(a)(1), as amended, the Small Business Administration (hereinafter called SBA) agrees to furnish the services set forth in this contract according to the specifications hereof.
3. It is understood and agreed that in the event SBA does not award subcontracts for the performance of all or part of the work hereunder, this contract may be terminated in whole or in part without cost to either party.
4. The general provisions of this contract are not operative between SBA and the Nuclear Regulatory Commission but they are applicable to SBA's sub-contractor.
5. SBA has delegated to the Nuclear Regulatory Commission (hereinafter called NRC) the responsibility for administering its subcontract hereunder. This includes issuance of orders, inspection, and acceptance by NRC Representatives and direct payment by NRC.
6. For the purposes of this contract the reference to "his duly authorized representative" in the "Disputes" clauses of this contract shall be deemed to refer to the Board of Contract Appeals.
7. It is further agreed that SBA will be continuously apprised by the Contracting Officer administering the subcontract as to the progress and performance of its contractor. No action that could possibly lead to the termination of the contract for "Default" or for "Convenience of the Government" shall be taken by said Contracting Officer or his authorized Representative without prior consultation with the SBA.
8. It is understood and agreed that SBA's contractor shall have the right of appealing decisions of the Procurement Contracting Officer, or his authorized Representative, as cognizable under the "Disputes" clause of this contract.
9. Insurance and/or bonding requirements, if any, do not apply to SBA, but SBA will require bonds from its contractor as required to protect the interests of the Government.
10. It is agreed that the provisions of the "Termination for Convenience," "Changes," "Disputes," "Default and Price Reduction" clauses which are included in the contract between the SBA and its contractor shall be invoked in appropriate cases when requested by the Procurement Contracting Officer or his authorized Representative. If the SBA does not agree with the request of the Procurement Contracting Officer or his authorized Representative, the case shall be referred to the Board of Contract Appeals for decision.

AWARD/CONTRACT

1. CONTRACT (Proc. Inv. Ident.) NO. **SB3-4484)82-C-4734** 2. EFFECTIVE DATE **AUG 2 1982** 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA No. MPA-82-318** 4. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1. RATING.

5. ISSUED BY **Small Business Administration** CODE **Washington District Office**
1111 18th Street, N.W.
Washington, DC 20417 6. ADMINISTERED BY **U.S. Nuclear Regulatory Commission** CODE **Division of Contracts**
Washington, DC 20555 7. DELIVERY FOR DESTINATION OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS **Information Systems & Network Corporation** CODE **5454 Wisconsin Ave., Suite 920** FACILITY CODE **Chevy Chase, MD 20815** 9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK

11. SHIP TO/MARK FOR **SEE PRIME CONTRACT** CODE 12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission** CODE **Office of Resource Management**
Division of Accounting & Finance
ATTN: Gov/Com Accounts: Washington, DC 20555

13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c)(5) & 15 U.S.C. 637 (a)

14. ACCOUNTING AND APPROPRIATION DATA **SEE PRIME CONTRACT**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Keypunch and verification services as may be required by the U.S. Nuclear Regulatory Commission, as specified herein and in accordance with Information Systems and Networks Corp.'s proposal dated June 22, 1982 incorporated herein by this reference. Contract Type: Fixed Price (Requirement) Project Officer: Dawn Oliver Contract Specialist: Ron Coleman				

21. TOTAL AMOUNT OF CONTRACT **\$SEE PRIME CONTRACT**

22. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 26. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR **Roma Malkani** BY **Roma Malkani** (Signature of person authorized to sign) 27. UNITED STATES OF AMERICA BY **Scott F. Denniston** (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) **ROMA MALKANI, Pres.** 25. DATE SIGNED **8/20/82** 28. NAME OF CONTRACTING OFFICER (Type or print) **Scott F. Denniston** 29. DATE SIGNED **AUG 4 1982**
Contracting Officer

SPECIAL CLAUSES FOR SUBCONTRACTS

1. The Small Business Administration (hereinafter called SBA) has entered into Contract No. NRC-25-82-310
(hereinafter called the Prime Contract) with the Nuclear Regulatory Commission
(hereinafter called NRC)
for the performance of requirements as more specifically described therein.
A copy of said Prime Contract is attached hereto and made a part hereof.
2. The parties to the Prime Contract have agreed that SBA may subcontract all requirements for the fulfillment and performance of the Prime Contract pursuant to Provisions of Section 8(a) of the Small Business Act 15 USC 637(a)(2) as amended. The parties hereto agree that Information Systems Network's Corp.
(hereinafter called Contractor) shall for and in the stead of SBA fulfill and perform all of the requirements of the Prime Contract for the consideration stated therein. The Contractor acknowledges that he has read and is familiar with each and every part of the Prime Contract.
3. It is expressly understood and agreed that the General Provisions and Supplemental Provisions as contained in the Prime Contract are applicable to the Contractor.
4. The Contractor further understands and agrees that the responsibility for administering this Subcontract has been delegated to NRC
and that he will honor directions of and requests for changes by that activity in like manner as if issued by SBA.
5. Payment(s) will be made directly to the Contractor by NRC
6. In the light of the purpose for which award is herein authorized, i.e., to assist the Contractor toward achievement of viability, the Contractor hereby agrees not to further subcontract any of the performance of this Subcontract not already provided for in his proposal at the time of acceptance without prior written consent of the SBA Contracting Officer.

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 the supplies to be furnished hereunder will, will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. MINORITY BUSINESS ENTERPRISE

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

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

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

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

a) He has, has not, employed or retained any company or persons (other than a full time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 115.)

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.)

Not Applicable

E. 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 Not applicable currently due to size regulations.

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

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

1. BUY AMERICAN CERTIFICATE

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

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

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

The bidder or offeror certifies as follows:

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

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

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

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

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

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

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

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

(b) Each person signing this offer certifies that:

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

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

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

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

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

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

Continued on Page 4

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

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.

9. CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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

The award to Information Systems & Networks Corp. of a contract or the modification of an existing contract does / / or does not /x/ involve situations or relationships of the type set forth in 41 CFR paragraph 20-1.5403(b)(1).

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

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

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

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

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

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

CONTRACT SCHEDULE INDEX

ARTICLE I - STATEMENT OF WORK

ARTICLE II - PERIOD OF PERFORMANCE

ARTICLE III - DELIVERY

ARTICLE IV - PAYMENT

ARTICLE V - CONTRACT POINT OF CONTACT

ARTICLE VI - INSPECTION AND REVIEW OF WORK

ARTICLE VII - ESTIMATED REQUIREMENTS

ARTICLE VIII - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

ARTICLE IX - PROJECT OFFICER

ARTICLE X - JOB ORDERS

ARTICLE XI - PRIVACY ACT

ARTICLE XII - SECURITY/CLASSIFICATION (Subject to Security Clearance)

ARTICLE XIII - NATIONALITY OF DELIVERY PERSON(S)

ARTICLE XIV - CEILING PRICE

ARTICLE XV - ACCESS TO GOVERNMENT PROPERTY

ARTICLE XVI - SERVICE CONTRACT ACT WAGE DETERMINATION

ARTICLE XVII - ALTERATION IN CONTRACT

ARTICLE XVIII - ADDITIONAL PROVISIONS AND CLAUSES

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Article I - Statement of Work</u>					
1.	The contractor shall provide keypunching and 100% verification of EAM cards for the U.S. Nuclear Regulatory Commission (NRC). The contractor shall keypunch (alpha-numerically) a varying number of EAM cards daily, Monday through Friday, except legal Government holidays, from NRC supplied source documents*. The contractor shall keypunch the cards on a printing card punch and shall key verify the cards on a card verifier, or similar equipment. Data must be recorded and verified in the Hollerity Mode on Standard 80 column cards (Standard 5081 80 column cards are to be supplied by the contractor). Each batch of completed cards shall be banded and labelled by the contractor, with the system name as provided on the source documents. The contractor shall return the source documents grouped together in the same manner that they were grouped together in the same manner that they were grouped together originally (by system name).	274,932/ yr.	CDS	\$ 0.298877	\$82,170.85
2.	In accordance with 1. above, the contractor shall pick up source documents and pertinent information at the NRC Division of ADP Support, 7920 Norfolk Avenue, Bethesda, Maryland, Room P-634*, by 10:00 a.m. daily, Monday through Friday, except legal Government holidays. The contractor shall promptly process the order and deliver the completed work together with the source documents and any pertinent information to the point of origin on a 24-hour turnaround basis. Deliveries falling on days other than regular Commission workdays shall be made by 11:00 a.m. the first regular Commission workday subsequent thereto, unless otherwise mutually agreed upon by the parties.	250/yr.	RT	\$ 15.13	\$3,782.50
*Delivery persons must be U.S. citizens and sign in at the Phillips Bldg. reception desk for each pickup/delivery.					
3.	When ordered, the contractor shall also provide key to tape data entry services with 100% verification, from NRC supplies source documents as specified below. The data shall be entered on standard 1/2" 800 or 1600 bpi computer tape (as required using ASCII or EBCDIC codes (as required). The tapes shall be internally labelled or unlabelled (as required) with blocked or unblocked records (as required). The data shall be keyed as specified by the contracting officer's authorized representative (COAR) when orders are placed.	50,000/ yr.	RCD	\$.0732	\$3,660.00
a.	KEYING FROM HANDWRITTEN DATA INPUT FORMS (DIF)	50,000/ yr.	RCD	\$.0732	\$3,660.00
i.	20 character records	84,500/ yr.	RCD	\$.9054	\$58,398.30
ii.	247.21 (average) character records	80,000/ yr.	RCD	\$ 0.250	\$20,512.00
b.	KEYING OF COMPUTER GENERATED AUTHORITY TABLE LISTS	80,000/ yr.	RCD	\$ 0.250	\$20,512.00
1.	Alpha characters				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4.	When ordered in accordance with 3. above, the contractor shall pick up source documents and pertinent information at the NRC Public Document Room, 1717 H St., N.W., Washington, D.C. The contractor shall promptly process the order and deliver the completed work together with source documents and any pertinent information to the point of origin, in a time to be agreed upon with the COAR.	10/yr.	RT	\$15.13	\$151.30
5.	The contractor may also be required to perform keypunching and verifying services of classified information (classification level Secret NSLI or below) on-site at NRC's Silver Spring office under on-call circumstances. The services shall include alpha-numeric keypunching and 100% key verifying from NRC supplied source documents to EAM cards. When ordered, the contractor shall provide a qualified, trained operator* thoroughly familiar with NRC keypunch instructions and equipment, within one working day's notice. All work will be performed on-site at NRC's 7915 Eastern Avenue Silver Spring, Md. office. NRC equipment (UNIVAC 1710 card punch and pre-marked EAM cards) will be made available. Services may be required Monday through Friday, except legal Government holidays, on a non-regular hour basis. The type of service required will be specified by the COAR when orders are placed.	80/yr.	HR	\$15.83	\$1,266.40
	* Contractor must have two (2) such operators "L" cleared by NRC to perform this work.				
6.	Travel between contractor's plant and 7915 Eastern Avenue, Silver Spring, Md. as required to perform work specified in item 5 hereof.	10/yr.	RT	\$15.13	\$151.30
TOTAL ESTIMATED CONTRACT VALUE					\$170,092.65

ARTICLE II - PERIOD OF PERFORMANCE

The performance of work described in Article I hereof shall commence as of the effective date of this contract and shall continue to completion thereof, estimated to occur within 12 months after said contract is effective.

ARTICLE III - DELIVERY

A. Place of Delivery

The services required hereunder shall be delivered in accordance with Article I hereof.

B. Time of Delivery

The services required hereunder shall be delivered in accordance with Article I hereof.

ARTICLE IV - PAYMENT

A. In the absence of a discount, the contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty (30) days after submission or date of delivery, whichever is later, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted (ARTICLE I), as herein provided.

B. The Contractor's invoice or public voucher shall be submitted in accordance with the attached billing instructions for fixed price contracts.

ARTICLE V - The contractor shall provide the Project Officer with a point of contact for the purpose of handling problems and exchanging information about the contract. Any time there is a change of point of contact the contractor will notify the Project Officer of such change within five (5) days.

ARTICLE VI - INSPECTION AND REVIEW OF WORK

A. Prior to Delivery

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

8. After Delivery

1. All inspections, acceptance, and rejection decisions shall be made at destination by the Project Officer or his authorized representative.
2. Upon receipt of all deliverable items specified, the Project Officer or his authorized representative shall inspect each item for compliance with the specifications contained herein.
3. Incorrectly keyed material (cards or tape) shall be returned to the contractor by the project officer within five calendar days after receipt of said deliverable items from the contractor with a written indication of what information is in error. In the event of rejection of any portion of the work, completion of corrected items shall be received within one calendar day after receipt of the work to be corrected.

ARTICLE VII - ESTIMATED REQUIREMENTS

The quantities shown under Article I are estimates of the amount of work which may be required and ordered hereunder. No specific amount of work or minimum order is either guaranteed or implied. The quantities to be ordered will depend entirely upon NRC's needs, and NRC will be obligated to pay only for actual work ordered and satisfactorily performed. If such requirements of the NRC fail to materialize in the quantities estimated, such failure shall not constitute grounds for equitable adjustment hereunder.

ARTICLE VIII - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

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

ARTICLE IX -

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

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

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

ARTICLE X - JOB ORDERS

All work submitted will be accompanied by a standard descriptive form mutually agreeable to both parties.

ARTICLE XI - PRIVACY ACT (FPR 1-1.327-5(c))

A. The Contractor agrees:

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

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

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

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

ARTICLE XII - SECURITY/CLASSIFICATION (Subject to Security Clearance)

1. The contractor and contractor's personnel will be governed by the provisions of the Security/Classification Requirements, NRC Form 187, incorporated herein by this reference and attached hereto as Attachment 2. Contractor personnel requiring continual access to NRC facilities will be required to have an "Q" clearance and must complete applicable clearance forms. Guidance and necessary forms will be provided by the project officer.
2. All keyed materials produced by the contractor shall be marked within the same classification markings as the source documents from which they were produced. Cards bearing the appropriate classification markings will be furnished (by NRC) at the NRC site where the work is to be performed.
3. If subsequent to the date of this contract, the security level under the contract is changed by the NRC and such change causes an increase or decrease in the estimated cost or the time required for performance under this contract the contract cost, delivery schedule, or both and any other provisions of the contract that may be affected shall be subject to an equitable adjustment by reason of such increased or decreased costs.

ARTICLE XIII - NATIONALITY OF DELIVERY PERSON(S)

Delivery person(s) shall be U.S. citizens and sign in at the Phillips Building reception desk for each pickup/delivery.

ARTICLE XIV - CEILING PRICE

The estimate for performing the work under this contract is \$170,092.65. The amount presently obligated by the NRC for such performance is \$40,000.00. The obligated ceiling specified above may be increased by the contracting officer by written notice to the Contractor. The contractor shall not be obliged to continue performance of services by virtue of which the government's obligation hereunder would exceed such ceiling amount set forth, unless and until the contracting officer shall have notified the contractor in writing that such maximum amount has been increased and shall have specified in such notice a revised maximum amount. When to the extent that the maximum set forth has been increased, any expenses incurred by the contractor in excess of such ceiling prior to the increase shall be allowable to the same extent if such expenses had been incurred after such increase in the ceiling.

ARTICLE XV - ACCESS TO GOVERNMENT PROPERTY

A portion of the effort required to be accomplished under this contract must be performed at a Government site. The contractor, therefore, will be granted ingress and egress at the specific site where effort is to be performed.

While contractor personnel are at the Government site, they are required to comply with all rules and regulations of the site, specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves but also to their personnel who are Government employees or agents of the Government and to property at the site regardless of whether or not title to such property vests with the Government.

The property to which the contractor has access will at all times be in the custody of the Government and will not be considered "Government Property" furnished to the contractor.

The Government property to which the contractor will have access under this Article will be made available as required. In the event the property to which the contractor is to have access is not made available as scheduled, the contracting officer shall, upon timely written request made by the contractor, make a determination of the delay, if any, 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 any such delay, in accordance with the procedures provided for in the Clause of this contract entitled "Changes."

ARTICLE XVI - SERVICE CONTRACT ACT WAGE DETERMINATION

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

Wage Determination No.

Date

80-1294, Rev. 3

July 6, 1981

ARTICLE XVII - ALTERATIONS IN CONTRACT

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

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

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

ARTICLE XVIII - ADDITIONAL PROVISIONS AND CLAUSES

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

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

LIST OF ATTACHMENTS

Attachment 1 - General Provisions

Attachment 2 - Contractor Organizational Conflicts of Interest

Attachment 3 - Security/Classification Requirements (NRC Form 187)

Attachment 4 - Wage Determination (Dated June 28, 1981)

Attachment 5 - Chapter NRC-0204 Privacy Act

Attachment 6 - Billing Instructions for Fixed Price Contracts and Purchase Orders

Attachment 7 - NRC Organizational Chart