# SOLICITATION, OFFER AND AWARD

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

i.

2. CONTR	ACT NO.	3. SOLICITATIO RS-ADM-90-1	N NO. 29	4. TYPE OF SOLIC (X) SEALED BI () NEGOTIATE	D (1FB)
5. DATE Sept	155UED ember 12, 1989		6. REQUIS ACM-90	ITION/PURCHASE REQ -129	NO.
D1v. 01 7920 No	ED BY CODE uclear Regulatory f Contracts & Pro orfolk Ave., Room da, Maryland 2081	Commission operty Mgmt. n 1020	(lf ot U.S. N Div. o Attn:	S OFFER TO her than Item 7) uclear Regulatory f Contracts & Prop H. Hagey, Mail St gton, D.C. 20555	erty Mgmt.
"bidder" 9. will Wash (inc NRC 7:30 normi be h offe	". Sealed offers for be received at 7 ington, DC local luding Express Ma contractual perso a.m. and 4:15 p al working days. andled in accord rs offers are sul	SOLICI furnishing the 1920 Norfolk Ave time on Octobe all) must be del onnel are availa m. Washington, Late submissio ance with Provis	TATION supplies nue, Beth r 12, 198 ivered to ble to ac DC local ns, modifion No. 5	offeror" mean "bid or services in th esda, Maryland unt 9. Handcarried of the address in th cept handcarried o time during the Go ications and withd 2.214-7 or 52.215- nditions contained	e Schedule 11 1:30 P.M. fers is Item 9. ffers between vernment's rawals shal? 10. All
10. FOR	INFORMATION A. Mrs		1 (1	LEPHONE NO. (Inclu To collect calls) S01) 492-9449	de Area Code
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le	LIST OF ATTACHM	ST OF DOCUMENTS,	EXHIBIT	S AND OTHER ATTACHM	IENTS
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NOTE:	1tem 12 does not 52.214-16, Minim	apply if the so um Bid Acceptant	olicitati ce Period	on includes the pro	vision at
EXCEPTI	ON TO STANDARD F	ORM 33 (REV. 4-8	5)	Prescribe	d by CSA R) 53.214(c)

# SOLICITATION, OFFER AND AWARD

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late	AMENDMENT NO. DATE	٨M	ENDMEN	T NO.	D	ATE	
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26.	NAME OF CONTRACTING OFFICER (Type or Print)					CA Officer)	28.AWARD DATE
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EX	CEPTION TO STANDARD FORM 33 (						

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# OFFERORS/BIDDERS PLEASE NOTE:

An (\*) means the information is to be incorporated into any resultant contract.

Section B

### PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

### B.1 BRIEF DESCRIPTION OF WORK

a. Word processing services from handwritten, rough draft, typewritten, duplicated and/or copied typewritten documents. Pick up and delivery services are required. NRC uses the following equipmert and software: IBM 5520 Administrative System (Software Level 5611-552, Release 3, Mod 2) with displays, ink-jet printers, optical character reader and telecommunication lines to a central processing unit and a Kodak Ektaprint Electronic Publishing System (KEEPS) integrated text and graphics, and Word Perfect Software onIBM PC's and PS 2's. Encoding services will also be requested to prepare final documents for input into NRC's KEEPS system.

b. Work orders will be issued for work required by the NRC in accordance with the Ordering Procedures set forth in Section C = Description/Specification/Work Statement herein. The provisions of this contract shall govern all work orders issued hereunder.

c. The word processing service categories are set forth in Section B.3 - Supplies/Services and Prices. These categories are consistent with the degree of difficulty of the documents submitted to the Electronic Composition Services (ECS) Section within the U.S. Nuclear Regulatory Commission (NRC). The prices shall include pickup and delivery services. packaging and labeling, telecommunication, retrieving from and archiving to diskettes of all work processed, and shall cover the cost of all commonly accepted trade practice operations (including preplanning), except Government-furnished property, that shall be required to provide the products in accordance with these specifications. Refer to Section I for Clause No. 52.216-19 - Delivery Order Limitations.

d. The period of performance for this contract is two years. There are two sets of pricing sheets within Section B.3 - one set for Year One (pages 9 through 15) and one set for Year Two (Pages 16 through 22) Note that for each year there are seven pages with seven different delivery requirements identified on the upper left hand side. For each of the seven pages, there are ten major service categories listed down the left hand side, and are separated into two columns -- one for proofreading and one for no proofreading.

e. For consistency in computing line prices, the following table which shows a standard line count for pages of varying size and line spacing shall be used:

### RS-ADH-90-129

## LINE COUNT PER PAGE (Vertical and Horizontal)

Paper size	Single	Spacing 15	Double
85 x 11	51	34	25
85 x 14	67	45	34
Mats	90	68	45
Galleys*	26	17	13

\*One column of 40 characters or less per line

### (End of Clause)

## B.2 CONSIDERATION AND OBLIGATION

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \* . The Contracting Officer may unilaterally increase this amount as necessary for completion of orders to be placed with the Contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The amount presently obligated with respect to this contract is \* . The Contracting Officer may issue orders for work up to amount presently obligated. This obligation amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligation amount shall, at no time, exceed the contract ceiling as specified in paragraph 8.2 a. above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

### (End of Clause)

## B.3 SERVICES AND PRICES

Upon receipt of a work order by the NRC Project Officer/Designated Representative, the Contractor shall provide services in accordance with Section C. "Description/Specifications/Work Statement" at the rates as set forth below. R5-A0M-90-129

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	10.	ENCODING	1,00								
				SU	BTOTAL:	\$			SUBT	OTAL:	\$

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	ONE WORKDAY:	Est. Qty Unit Price	READING Amount	Qty Unit Price Amo
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Section B

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γ. F	OUR WORKDAYS		PROOFR	EADING	YEAR.	NO	PROOFI	READING	
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					Est. Qty		Unit		Amount				Unit Price	
A.B. D.	Min Ma In Sci	jor itia an,	Revi Revi 1 Ty Revi	sions sions ping se evise	10.00	0 line	5		\$ \$ \$ \$		1,000 1,000 1,000 1,000 1	line line line line	\$ \$ \$ \$	\$ \$ \$ \$
A.B.C.D.	F Mi Ma In Sc Mi	rom jor iti an, or nor	6 to Revi Revi Revi Revi Revi	includ 8 Coll sions ping se colum sions	umns: 4,00 3,00 6,00 1,00 ns: 2,00	0 11ne 0 11ne 0 11ne 0 11ne	s		s s		1100	line line line	\$ \$ \$ \$	\$ \$
G.	In	iti	al Ty	sions ping ise	5,00		e \$		\$ \$		100	line	\$ \$	\$
3 ABC DEF	SMA TOAA	Simp Aino Aajo Lnit Comp Aino Majo	le (f r Rev ial i lex ( r Rev r Rev	HEMAT! symbo isions isions (for m visions visions lyping	1s/11 3,00 5,00 9,00 iore sj 2,00 3,00	ne): 20 lin 20 lin 20 lin 20 lin 20 lin	e \$ e \$ e \$ e \$	•):	\$\$\$		1 100 1	line line line line	\$ \$ \$	\$ \$ \$ \$
A		PRIN Sing Muli	IT ON gle L tiple	LY HEAD ines Lines	DERS, P 2,0 2,0	DOTERS 00 pag 00 pag	e \$		\$ \$			l page l page	s	\$ \$
5	4	BRO	ADSID	E H/F'	\$ 3,0	00 11r	e \$		\$			1 line	\$	\$
6		FOR	M LET	TERS		naç	je \$		\$			1 page	\$	\$
7		ENV	ELOPE	S/LABE	LS 1,0	00 ead	:h \$_		\$			1 eacl	\$	\$
		PRO REV	OFREA 1SE	D ENTI	RE JOB 1,0	FIRS	T, ne \$		. \$			0 11n	e \$_N/A_	\$_N/A
	Э. А. В.	DIS Per Per	KETTE Disk File	CONVE Lette	RSION 1	AND V 50 ea	ERIFI ch \$_ ch \$_	CAT	ION \$\$			O eac O eac	h \$_N/A_ h \$_N/A_	\$_N/A \$_N/A
	10.	ENC	ODIN	5	3,0	000 11	ne \$_		\$			1 1 in	e \$	\$
						SU	BTOTA	L	\$			SUB	TOTAL:	\$

Section B

V11.	OVER FIVE WORK	KDAYS	PROOFRI	EADING	YEAR	NO	PROOF	READING	
		Est. Qty Unit	Unit			Est.		Unit	Amount
A. M B. M C. II	EXT Inor Revisions ajor Revisions hitial Typing can, Revise can, No Revise	7,500 11n 10,000 11n 10,000 11n 5,000 11n	e \$ e \$ e \$	\$ \$ \$		1,000	line line	\$ \$	\$ \$ \$ \$
A. M.	BULAR (includ from 6 to 8 Col inor Revisions ajor Revisions nitial Typing can, Revise 8 or more colum inor Revisions ajor Revisions nitial Typing Scan, Revise	umrs: 2,000 lin 3,000 lin 6,000 lin 500 lin	e \$ e \$ e \$	\$\$ \$\$		1 100 1 100 100	line line line line line	\$ \$ \$	\$ \$ \$ \$ \$
A. B. C. D.	GREEK/MATHEMATI Simple (5 symbo Minor Revisions Major Revisions Initial Typing Complex (6 or m Minor Revisions Major Revisions Initial Typing	ols/line). s 1,500 lin s 3,000 lin 5,000 lin nore symbols s 2,000 lin s 3,000 lin	te \$; te \$; s/line); te \$;	\$ \$ \$		1 100 1	line line line	\$ \$ \$	\$ \$ \$ \$
٨	PRINT ONLY HEAD Single Lines Multiple Lines	2.000 pag	pe \$	\$ \$		1	page page	\$ \$	\$ \$
5.	BROADSIDE H/F'	s 3,000 11	ne \$	. \$		1	line	\$	\$
б.	FORM LETTERS	2,000 pa	ge \$	. \$					\$
7.	ENVELOPES/LABE	LS 1,000 ea	ch \$	. \$		1	each	\$	\$
8.	PROOFREAD ENTI REVISE	RE JOB FIRS 1,000 11	T, ne \$	. \$		(	) line	\$_N/A_	\$_N/A
9. A. B.	DISKETTE CONVE Per Diskette Per File	RSION AND V 50 ea 100 ea	ERIFICAT ch \$ ch \$	10N \$\$		(	) each ) each	\$_N/A_ \$_N/A_	\$_N/A
	ENCODING	3,000 11	ne \$	\$\$			1 line	\$	\$
		SU	BTOTAL:	\$			SUBT	OTAL:	\$

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Ι.	SAME DAY/OVERNIG	17/WEEK	END:	PROOFR	EADING	YEAR	NO PI		ADING	
		Est. Qty		Unit			Est.	Unit	Unit Price	Amount
A. B. C.	TEXT Minor Revisions Major Revisions Initial Typing Scan, Revise Scan, No Revise	7,000	line line	\$ \$	\$ \$ \$ \$		1.000	line	\$	\$  \$ \$ \$
A.B. D.E.F.G.	TABULAR (includ From 6 to 8 Colu Minor Revisions Major Revisions Initial Typing Scan, Revise 8 or more colum Minor Revisions Major Revisions Initial Typing Scan, Revise	umns: 2,000 4,000 100 ns: 2,000 3,000 2,000	line line line line line line	\$ \$ \$ \$	\$\$		1 100 1 100 100 100	line line line line line line line	\$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
3. A. B. C. D. F.	GREEK/MATHEMATI Simple (5 symbo Minor Revisions Major Revisions Initial Typing Complex (6 or m Minor Revisions Major Revisions Initial Typing	1s/line 1,000 1,000 2,000 ore sym 2,000 1.000	): line line line bols/ line line	\$ 1 ine): \$	\$ \$ \$		1 100 1 1	line line	\$ \$	\$ \$
A . 8 .		3,000 1,000	page page	\$ \$	\$ \$	uriing	1	page	\$	\$ \$ \$
	BROADSIDE H/F'									\$
	ENVELOPES/LABEL									\$
	PROOFREAD ENTIR REVISE									\$_N/A
9. A. B.	DISKETTE CONVER Per Diskette Per File	SION AN 50 100	D VER each each	IFICATI \$ \$	ON \$ \$		0	each each	\$_N/A_ \$_N/A_	\$_N/A \$_N/A
	ENCODING									\$
			SUB	TOTAL:	\$			SUBT	OTAL:	\$

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Section B

11.	ONE	WORKDAY:			PROOFRE	ADING	YEAR	NO		READING	
			Est. Qty Ur	it F	Init Price	Amount		Qty	Unit	Unit Price	Amount
A. M B. M C. I D. S	ajor niti: can,	Revisions Revisions al Typing Revise No Revise	30,000 20,000 25,000 15,000 100	ine line line line	\$ \$ \$ \$	\$ \$ \$ \$		1	line line line		\$
A. M B. M C. I D. S E. M F. M	From linor lajor niti can, 8 or linor lajor niti	LAR (includ 6 to 8 Col Revisions Revisions al Typing Revise more colum Revisions Revisions al Typing , Revise	umns: 2,000 5,000 6,000 1,000 ns: 2,000 5,000 5,000	line line line line line	3	\$\$ \$\$		1 100 1	line line line line line line line	\$ \$	\$ \$ \$ \$ \$ \$
A .	Simp Mino Majo Init Comp Mino Majo	K/MATHEMATI le (5 symbo r Revisions r Revisions ial Typing lex (6 or m r Revisions r Revisions ial Typing	1s/line) 3,000 3,000 4,000 00re symb 2,000 2,000	: line line line line line	\$	\$\$		1 100 1	line line line line line line	\$ \$	\$ \$ \$ \$
A . B .	Sing Mult	IT ONLY HEAD le Lines liple Lines	3,000 1,000	page							\$ \$
		ADSIDE H/F'									
		4 LETTERS									
		ELOPES/LABEI									
8.	PRO REV	DFREAD ENTII	RE JOB F1 1,000	IRST, line	\$	\$		(	) lire	\$_N/A_	\$_N/A
9. A. B.	DIS Per Per	KETTE CONVE Diskette File	RSION AND 50 100	each each	RIFICATI h \$ h \$	ON \$ \$		00	) each ) each	\$_N/A_ \$_N/A_	\$_N/A \$_N/A
10.	ENC	ODING									
			SUBT	IATC	5			SUB	TOTAL:	\$	

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111.	TWO WORKDAYS		ł	ROOFRI	EADING	YEAR	NO		READING	
			Unit Pr						Unit Price	
A. M. B. M. C. Ir D. Sc	EXT Inor Revisions ajor Revisions hitial Typing can, Revise can, No Revise	40 000	) line 1 ) line 1 ) line 1 ) line 1 ) line 1	t	\$		1,000	line line	\$ \$ \$ \$	s
A. M. B. M. D. S E. M. G. I	TABULAR (incluc From 6 to 8 Col inor Revisions ajor Revisions nitial Typing can, Revise 8 or more colur inor Revisions ajor Revisions nitial Typing Scan, Revise	Umns: 5,501 10,001 1,001 1,50 4,00 5,50	0 line 0 line 0 line 0 line 0 line 0 line	\$ \$ \$ \$ \$ \$	\$\$ \$\$ \$\$		1 100 1 100 100	line line	\$ \$	\$ \$
A. B. C. D.	GREEK/MATHEMAT Simple (5 symb Minor Revision Major Revision Initial Typing Complex (6 or Minor Revision Major Revision Initial Typing	ols/lin s 3,00 s 5,00 6,50 more sy s 2,00 s 2,00	e): O line O line D line mbols/l O line O line	\$; ine): \$\$	\$ \$ \$		1 100 1 1	line line line line line	\$ \$ \$	\$ \$ \$ \$
A . B .	PRINT ONLY HEA Single Lines Multiple Lines BROADSIDE H/F'	4,00	00 page 00 page	\$	_ \$	a contra consta		page		\$
	FORM LETTERS									
	ENVELOPES/LABE									
	PROOFREAD ENTI REVISE									
0	DISKETTE CONVE Per Diskette Per File	RSTON	AND VER	<b>LEICAT</b>	ION					
	ENCODING									
			SUBT	OTAL:	\$			SUB	TOTAL:	\$

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IV.	THREE WORKDAYS			PROOFRE	ADING	YEAR	NO	PROOF	READING	
		Est. Qty	Unit P	rice	Amount				Unit Price	Amount
A. B. C. D.	TEXT Minor Revisions Major Revisions Initial Typing Scan, Revise Scan, No Revise	30,000	) line	\$	\$ \$ \$ \$		1,000	line	\$ \$	\$ \$ \$ \$
A. B. C. D.	TABULAN (includ Srom 6 to 8 Col Minor Revisions Major Revisions Initial Typing Scan, Revise 8 or more colum	umns: 8,000 10,000 12,500 1,000 ns:	0 line 0 line 0 line 0 line	\$ \$ \$	\$\$	an a	100	line line line line	s s	\$ \$ \$ \$
F. G.	Minor Revisions Major Revisions Initial Typing Scan, Revise	6,00	O line	5	\$ \$ \$		100	11ne	\$	\$ \$
3. A. B. C. D. F.	GREEK/MATHEMATI Simple (5 symbo Minor Revisions Major Revisions Initial Typing Complex (6 or m Minor Revisions Major Revisions Initial Typing	1s/11n 3,00 5,00 7,00 ore sy 2,00 3,00	e): O line O line D line mbols/1 O line O line	\$; ine): \$;	\$		1 100 1	line line line line	s s	\$ \$ \$ \$
4. A. B.	Single Lines	DERS/FO 5,00 2,00	OTERS O page O page	\$ \$	\$ \$		1	page page	\$ \$	\$ \$
5.	BROADSIDE H/F's	3,00	O line	\$	\$		1	line	\$	\$
6.	FORM LETTERS	4,00	0 page	\$	\$		1	page	\$	\$
7.	ENVELOPES/LABEL	s 1,00	0 each	\$	\$		1	each	\$	\$
8.	PROOFREAD ENTIF	RE JOB 1,00	FIRST, 10 line	\$	\$		0	line	\$_N/A_	\$_N/A
9. A. B.	DISKETTE CONVER Per Diskette Per File	RSION A 5 10	ND VER 0 each 0 each	IFICATI \$ \$	S		000	each each	\$_N/A_ \$_N/A_	\$_N/A
	. ENCODING									
			SUBT	OTAL:	\$			SUBT	OTAL:	\$

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۷.		FOUR WORKDAYS		PROOF	DEADING	YEAR T		PPAGE	READING	
			Est. Qty Uni	Unit			Est.		Unit	
ABCD	MMIS	TEXT inor Revisions ajor Revisions nitial Typing can, Revise can, No Revise	25,000 11 20,000 11 37,500 11 10,000 11 100 11	ne \$ ne \$ ne \$	\$\$\$		,000 ,000 ,000 1	line line line line	\$ \$ \$ \$	\$ \$
A B C D EF	MMIS MM	TABULAR (includ From 6 to 8 Colu inor Revisions ajor Revisions nitial Typing can, Revise 8 or more column inor Revisions ajor Revisions	Umns: 6,000 14 6,000 14 7,500 14 1,000 14 ns: 3,000 14 4,000 14	ne \$ ne \$ ne \$ ine \$ ine \$	\$\$ \$ _\$\$		1 100 1 1 100	line line line line	\$ \$ \$	\$ \$ \$
3 H		nitial Typing Scan, Revise GREEK/MATHEMATI	CAL SYMBO					line	\$ \$	\$
DE		Simple (5 symbo Minor Revisions Major Revisions Initial Typing Complex (6 or m Minor Revisions Major Revisions	3,000 1 5,000 1 7,000 1 ore symbo 2,000 1 2,500 1	ine \$; ine \$; ine \$; ine \$;	\$\$		1 100 1 1	line line line line	\$ \$ \$	\$ \$ \$
4 A		Initial Typing PRINT ONLY HEAD Single Lines Multiple Lines	EPS/FOOTE 5,000 p	RS age <b>\$</b>	\$		1	line page page	s	\$ \$
		BROADSIDE H/F's								\$
		FORM LETTERS								
		PROOFREAD ENTIR REVISE	E JOB FIR	ST.						\$
94.0	). \. }.	DISKETTE CONVER Per Diskette Per File	SION AND 50 e 100 e	VERIFICA ach \$ ach \$	TION \$\$		000	each each	\$_N/A_ \$_N/A_	\$_N/A \$_N/A
3	0.	ENCODING	3,000 1	ine \$	\$		1	line	\$	\$
			S	UBTOTAL:	\$			SUBT	OTAL:	\$

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VI	. FIVE WORKDAYS			PROOFR	EADING	YEAR	NO		READING	
		Est. Qty	Unit	Unit Price	Amount				Unit Price	
A. B. C.	Major Revisions	10,000 15,000	line line	\$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	\$		1,000	line	\$ \$ \$ \$	\$ \$ \$ \$
A.B. D. E.G.	TABULAR (includi From 6 to 8 Colu Minor Revisions Major Revisions Initial Typing Scan, Revise 8 or more column Minor Revisions Major Revisions Initial Typing Scan, Revise	4,000 3,000 6,000 1,000 s: 2,000 4,000 5,000	line line line line line line	\$\$ \$\$ \$\$	\$\$\$		1 100 1 100 100	line	\$ \$ \$	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
3. A. B. C. D. E.	GREEK/MATHEMATIC Simple (5 symbol Minor Revisions Major Revisions Initial Typing Complex (6 or mo Minor Revisions Major Revisions Initial Typing	s/line 3,000 5,000 9,000 re syml 2,000 3,000	): line line line bols/ line line	\$; 1ine); \$;	\$ \$ \$		100	line	\$ \$	\$
А. В.	PRINT ONLY HEADE Single Lines Multiple Lines	2,000	page page	\$	\$				\$ \$	
	BROADSIDE H/F's									
	FORM LETTERS						1	page	\$	\$
	ENVELOPES/LABELS			\$	\$		1	each	\$	\$
8.	PROOFREAD ENTIRE REVISE	JOB F1 1,000	IRST, line	\$	\$		0	líne	\$_N/A_	\$_N/A_
9. A. B.	DISKETTE CONVERS Per Diskette Per File	ION ANT	VER	FICATIO	N					
	ENCODING								\$	
			SUBTO	TAL:	\$				DTAL:	

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VII. OVER FIVE WORK	DAYS Est. Unit		t
	Qty Unit Price Amou		ce Amount
1. TEXT A. Minor Revisions B. Major Revisions C. Initial Typing D. Scan, Revise E. Scan, No Revise	7,500 line \$\$ 10,000 line \$\$ 10,000 line \$\$ 5,000 line \$\$ 100 line \$\$	1,000 line \$	And
<ol> <li>TABULAR (includ From 6 to 8 Col A. Minor Revisions</li> <li>B. Major Revisions</li> <li>C. Initial Typing</li> <li>D. Scan, Revise</li> <li>8 or more colum</li> <li>E. Minor Revisions</li> <li>F. Major Revisions</li> <li>G. Initial Typing</li> <li>H. Scan, Revise</li> </ol>	2,000 line \$\$_ 3,000 line \$\$_ 6,000 line \$\$_ 500 line \$\$_ mns: 2,000 line \$\$_ 2,000 line \$\$_	100 line \$1 line \$1 line \$	S
B. Major Revision	bols/line): ns 1,500 line \$\$ ns 3,000 line \$\$ g 5,000 line \$\$ more symbols/line): ns 2,000 line \$\$ ns 3,000 line \$\$	1 line \$100 line \$1 line \$	\$\$
B. Multiple Line	2,000 page \$ \$		\$
5. BROADSIDE H/	F's 3,000 line \$ !	· And a second se	s \$
6 FORM LETTERS	2,000 page \$	· entre and a second second	s \$
7. ENVELOPES/LA	BELS 1,000 each \$	\$1 each \$	\$ \$
8. PROOFREAD EN REVISE	TIRE JOB FIRST, 1,000 line \$	\$ 0 line	\$_N/A_ \$_N/A
	NVERSION AND VERIFICATION e 50 each \$ 100 each \$	0 each \$0 each \$0 each	\$_N/A_ \$_N/A_ \$_N/A_ \$_N/A_
	3,000 11.2 \$	\$1 line	\$\$
	SUBTOTAL:		

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\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$\$ \$\$ \$\$	
\$	\$	-
RAND TOTAL* FOR	TEAR ONE: \$	
\$ \$ \$ \$ \$ \$ \$ \$ \$	\$\$ \$ \$ \$ \$ \$	
\$	\$	-
GRAND TOTAL* FOR	YEAR TWO:	\$
AL* FOR YEARS ON	E AND TWO:	\$
	PROOFREADING  S S S S S S S S S S S S S S S S S S	S       S

\*PROOFREADING AND NO PROOFREADING

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# SECTION C - DESCRIPTION/SPECIFICATION

# C.1 STATEMENT OF WORK (MAR 1987)

# C.1.1. BACKGROUND

The Electronic Composition Services Section (ECS) of the U.S. Nuclear Regulatory Commission (NRC) receives documents from all of the NRC's offices to process through its automated word-processing and electronic publishing systems and prepares a final, catera-ready copy for publishing. Approximately one-third of this work is processed by a Contractor so that NRC schedules can be met.

# C.1.2. ORDERING PROCEDURES

All services to be furnished under this contract shall be ordered by issuance of Work Orders, NRC Form 302, (see Attachment 1) by the individuals designated in Section G.1 - Project Officer Authority of the contract. Such orders may be issued from the effective date of the contract through the end of the effective period. All work orders are subject to the terms and conditions of this contract. In the event of conflict between a work order and this contract, the contract shall control. The Work Order specifies the type of service the Contractor shall perform and the date the completed work shall be returned to the NRC. Work Orders may be issued at the sole option of the NRC. A work order is considered "issued" when the Contractor picks up the work order. The NRC reserves the right to withdraw a proposed work order at any time prior to the time the work is initiated by the Contractor.

The Contractor shall be obligated to perform the services specified in each Work Order issued during the term of this contract unless a task is rejected because of illegible handwriting. If rejected, the Contractor shall within two hours of receiving a Work Order give oral or written notification of such rejection to the Project Officer. The Contractor's oral rejectior of any Work Order shall be followed up in writing to the Project Officer within 24 hours and shall specify the reason(s) for the rejection.

# C.1.3. SCOPE OF WORK

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Upon receipt of a Work Order, the Contractor shall furnish all plant, equipment, materials, labor, and miscellaneous supplies and services, including transportation for pickup and delivery, required to perform word processing and other related services for the NRC's ECS.

The Contractor shall use only qualified and competent personnel fully trained in proofreading and word processing in the performance of the work hereunder and shall perform the services in accordance with the instructions provided on the Work Order, the quality standards specified in "Quality Standards for Completed Work," and the coding/formatting/printing standards specified below.

It shall be the responsibility of the Contractor to assure that someone in its employ (not an answering service) is available to accept oral (telephone) Work Orders and answer work status inquiries from the ordering office between 7:30 a.m. and 4:30 p.m. on each of the NRC's regular workdays. Any service required under this contract may be ordered by a telephone call to the Contractor from the Project Officer or designated representatives (to be named at the time of contract award).

Prior to transmittal of a Work Order to the Contractor, the Project Officer or the designated representatives may place a telephone call to the Contractor to advise that a written Work Order will be forthcoming. The written Work Order shall accompany the work and be dated and consecutively numbered, be made a part of the contract file, and shall set forth the following information as applicable:

- 1. services being ordered
- 2. delivery date required
- 3. the format to be used
- 4. specific encoding instructions
- 5. what to name the document on the system
- 6. the expected pricing categories to be used
- 7. line spacing and paper size
- 8. diskette ID, if applicable, and
- any special instructions or requirements, including the names, locations, and telephone numbers of NRC personnel to be contacted with regard to the services ordered.

# C.1.4. QUALITY STANDARDS FOR COMPLETED WORK

The documents word processed or the diskettes coded hereunder shall be of the highest quality in every respect: error free, clean, clearly legible, free of smears, smudges, or foreign material, and suitable for electrostatic copying, and/or subsequent plate-making for lithographic (offset) duplication.

The Contractor shall comply with all instructions set forth on the Work Order.

The Contractor shall update the table of contents to reflect the section headings of the documents, and prepare a table of contents when requested for documents that have none.

All work performed shall be under the technical supervision of the Contractor. In the event a subcontractor is used on this contract, the prime Contractor shall ensure that all terms and conditions

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are met.

C.1.5. EQUIPMENT REQUIREMENTS

The ECS of the NRC uses the IDM 5520 Administrative Word Processing System with IBM 5253 displays, IBM 5258 ink-jet printers, an optical character reader (scanner), and telecommunication lines connected to a central processing unit. This 5520 system presently uses software release 5611-SS2, Release 3, Mod. 2. The ECS also uses a Kodak Ektaprint integrated electronic text and graphic publishing system (KEEPS) and IBM PC's and IBM PS-2's using Word Perfect 5 0 software for input, revision, conversion and printing on HP Laserjet printers. The NRC also uses Displaywrite 3/4 software for conversion purposes.

The stored version of work to be processed by the Contractor will be telecommunicated (transmitted) between the 5520 system of the ECS and the Contractor's equipment. In some cases, the stored version will have been archived onto an IBM 5520 diskette(s) and the diskette(s) will be sent to the Contractor along with the hard copy submitted. Approximately 5% of the work estimated in Section B.3 will be in Word Perfect 5.0. The Contractor shall have on hand, prior to the award of the contract, equipment which meets or exceeds the following minimum functional requirements and specifications.

A. The Contractor's equipment must be able to receive, recognize, and revise NRC documents, and transmit the completed documents to the NRC's 16M 5520 Administrative Systems so that there will be no need for either the NRC or the Contractor to change, alter, modify, delete, or retype any of the following coded symbols, characters, functions, or embedded instructions.

- 1. greek and math symbols
- 2. required spaces
- 3. required returns
- 4. required hyphens
- 5. required tabs
- regular tabs for charts shall not be converted to spaces
- 7. decimal tabs
- 8. centering
- 9. text underscore
- 10. super- and sub-script alpha and numeric characters
- 11. column layout when to begin and end a column
- 12. embedded instructions, such as
  - a. "skip" to a designated line
  - b. "keep" these lines together do not break when adjusting page lengths (pagination)

B. The Contractor's equipment shall also be able to receive, recognize, and transmit the formatting information (transparent from the text on each page) so that there will be

no need for either the NRC or the Contractor to change, alter, modify, delete, retype, or reformat the following:

 header and footer information (automatic page numbers, current system date, system document name, document title--other than system document name--, reference numbers, etc.)

2. primary format with parameters assigned for the whole document, and alternate format within the document that specify:

- a. left and right margins, tabs, line spacing,
- b. first line for header and beginning of text and last line for end of text and footer,
- c. right margin justification spaces shall be inserted automatically when the document prints. Spaces shall not display on the screen.
- d. page numbers to be printed at the top or bottom of the page in the left, right or center position - on all pages, or on all but the first page.
- e. to begin page numbering (e.g., start numbering with page number 1 on page 5 of the stored version).
- f. printer paper drawer source: top or bottom drawer; or bottom drawer for the first page and top drawer for all other pages (e.g., to print first page on letterhead.)
- g. line numbering at right or left margins.
- h. stop printer instructions: to stop the printer for inserting special paper.
- 3. individual page format changes to specify:
  - a. changing paper drawer source (e.g., to print on 11 x 8.5" paper or letterhead from bottom drawer).
  - b. roman numeral page numbers on front matter of document (e.g., table of contents, abstract, etc.)
  - c. resumption of automatic page numbering.
- 4. line format changes within a page to change:

margins, tabs, line spacing, and no adjustment of

line endings

- 5. format changes for footnotes to specify:
  - a. which method is to be used for footnote references (alpha, numeric, or other designation)
  - b. where the footnote will be placed in paginating and printing the document.

C. The Contractor's equipment shall have a keyboard that matches the NRC's 5520 keyboard so that there will be no need for either the NRC or the Contractor to change, alter, modify, delete or retype any of the keyboard characters. The 'RC uses a 96-charter keyboard. A sample copy of the NRC's 5520 keyboard and the positions of all keyboard characters is shown in Attachment 2.

D. The Contractor's equipment shall be able to match the ink jet print of the NRC's 5520 documents so that all document sections look identical.

The NRC uses an IBM 5258 ink-jet printer to print all final and draft documents with special format or unique character requirements. These documents may contain several sections and range up to 600 pages. The NRC also uses an IBM 6670 information processor for drafts.

The 5258 ink-jet printer contains the following type styles:

- 1. Letter Gothic 12 pitch
- 2. Essay Standard Proportional 11 pitch
- 3. Symbol 12 pitch
- 4. Prestige Elite 12 pitch

E. The Contractor's equipment shall be able to match the typeface of the NRC's laser printers for printing Word Perfect documents. Laser printers shall be HP Laserjet-compatible with letter gothic, 12 pitch, typeface.

F. The Contractor's equipment shall be able to transmit the document and its name so the NRC can recognize the document as it is being retrieved, delete the old stored version, and rename the updated version.

G. The Contractor's equipment shall be able to receive and store up to at least 1,000 pages of text during transmission so that NRC can transmit all documents to the Contractor mailbox in the NRC's 5520 system.

H. The Contractor's equipment shall be able to transmit the document so that NRC receives the document exactly as it is shown on the printed copy. The page number on the printed copy must match the page number of the stored version.

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## Page 29

 The Contractor shall perform optical character reading (scanning) of document text that shall recognize:

- 1. type styles of 12-pitch letter gothic and prestige elite; 10-pitch - OCRB and courier
- different spacing on any page (single, 1%, double, triple)
- 3. underscores
- 4. tabs to separate columns of numbers
- 5. copied documents ("Xerox" copy)
- 6. impact, ink jet and laser print

J. The Contractor shall have a telecommunication modem that is compatible with the NRC's Westinghouse 2010 switched modem with a speed of 2400 bits per second (BPS), and strapping options of:

- Al Transmitter timing internal
- B4 Auto answer controlled by DTR only
- C5 Ring indicator on EIA Interface Pin 22
- D7 Continuous receiver bit clock in
- E9 EIA Interface Pin 18 initiates local analog loop back
- F11 Signal ground connected to frame ground

The Contractor shall also have an autocall unit that automatically dials the telephone numbers of the NRC's 5520 systems.

This equipment will be used for telecommunicating documents between NRC's 5520 system and the Contractor's equipment.

## C.1.6. SPECIFICATIONS

A. Submission of Documents

Documents to be word processed or encoded for input and composition by NRC's electronic publishing system will be submitted to the Contractor in various forms:

- For first-time typing: handwritten and rough draft typewritten.
- For scanning into system using an optical character reader: typewritten originals or photocopies of documents. For drafts marked in other than red felt-tip pen, the original and a marked up draft will be submitted together, whenever possible.
- 3. For revision: typewritten documents with changes that may have been cut and pasted with several inserts and deletions. Stored version of the 5520 documents will be transmitted to the Contractor's equipment, or archived onto 5520 diskettes which accompany the Work Order. Stored version of work

may also be sent to the Contractor on diskettes using Word Perfect. (Inserts may have been transmitted to the NRC 5520 system from various NRC systems. The Contractor shall "cleanup" this material. See "Definition of Terms" below for an explanation of "cleanup.")

### B. Categories of Services Requested

- 1. Type rough drafts (with no proofreading required)
- 2. Type and proofread
- 3. Scan and revise, no proofreading
- 4. Scan and revise with proofreading
- 5. Scan, no revision
- 6. Revise and proofread changes only
- 7. Type and proofread; minor markups are acceptable
- 8. Revise and proofread, minor markups are acceptable
- 9. Proofread entire job and revise
- 10. Final, final (See "Definition of Terms" below for explanation)
- 11. Diskette conversion
- 12. Print headers and footers only
- 13. Encode and proofread
- C. Format Instructions
  - A Format Handbook will be supplied to the Contractor that contains frequently used formats, specifying the paper size, line spacing, typestyle, etc. (see Attachment 3). The NRC Technical Writing Style Guide is shown as Attachment 4 for reference to publication style. A 5520 Procedures Guide (Attachment 5) shows procedures for using codes, embedded instructions, word division, w to name documents, etc.
  - Line endings shall be as close as possible to the right margin specified in the document format. To accomplish this, hyphenate frequently at the right margin using an adjust zone of 3.
  - Existing tables of contents shall be updated to reflect changes in document headings and the page numbers where the headings appear. The Contractor shall create a table of contents for documents when requested.
  - 4. Footer information Page numbers, the date the document was processed, the title and section of the report must appear at bottom of each page (create in the footer parameter of the document format), unless otherwise requested. Exception is "final, final" where date is removed and the title will not have a section number.

5. The paper copy shall be printed using the following typestyles: 12-pitch letter gothic, 12-pitch symbol, 12-pitch prestige elite or 11-pitch essay standard proportional. Substitution of type styles ordered shall not be made without the prior approval of the PO.

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- 6. Paper (white writing sub 40 paper 8% x 11" and 8% x 14") shall be supplied by the Contractor. NRC letterhead, logos, and oversize paper shall be furnished by NRC. Charts and tables will occasionally be requested to be printed horizontally on 8% x 14" paper.
- Imprint on paper using a printer that matches the ink-jet print of an IBM 5258 ink jet printer and an HP Laserjet, whichever is requested.
- Com, y with the following guidelines for adding composition markup codes to text for subsequent input to NRC's electronic publishing system. The Contractor will be required to add two types of composition markup codes: <u>command markup</u> and character markup.
  - a. Each command markup codemust:
    - be enclosed in angled brackets, as follows: <CODE>
    - 2. begin on a new line
    - 3. be the only item on that line
    - 4. precede the block of text it applies to
  - b. Each character markup code must:
    - be enclosed in angled brackets, as follows: <CODE>
    - precede and/or follow the word or text string it applies to rather than being placed on a line by itself.

See Attachment 7 for examples of composition markup codes. A listing of specific command and character markup codes and instruction in their use will be provided to the Contractor.

D. Document Delivery

The Contractor shall refer to Subsection F.3 for specific delivery requirements and shall deliver the completed project that includes the following:

 The entire copy of the report submitted to the Contractor.

- 2. One original printed copy of the completed work.
- A file copy An updated copy of the first and last page of each section of the document, showing title, date, work order number, origin ton's name and Contractor contact for each job processed.
- 4. The updated stored version of the document. The Contractor shall transmit the stored version of the completed work to the NRC's 5520 systems by the time the printed copy is delivered to NRC. At their discretion, NRC may send documents archived onto 5520 diskettes and request the Contractor to return the revised documents re-archived onto 5520 diskettes, with an updated, alphabetized list of the diskette contents.

If the telecommunication function is "down," document(s) shall be archived onto double density (2D) diskettes that are 5520 compatible. A list of diskette contents shall be inserted in the diskette jacket and returned with the printed copy.

Updated stored version of Word Perfect diskettes submitted.

5. The Work Order submitted to the Contractor shall be completed with the costs for processing the work. The Contractor shall complete legibly the bottom half of the Work Order with the number of pages processed, number of lines per page, cost categories used, total number of lines processed, and total cost, and return the Work Order with the completed project. Under the "number of pages" column, anything less than % page equals % a page.

### C.2 DEFINITION OF TERMS

- Broadside A broadside page is one designed to be read normally when the page is turned 90 degrees clockwise. Wide figures and tables are often printed broadside. The left side of a broadside figure or table is the bottom of a vertical page.
- 2. Broadside header/footer Broadside pages must be repositioned in the printer drawer in order to print headers and footers (including page numbers) at the top and bottom, respectively, of a vertical page. Printing headers and footers on broadside pages shall be charged at a per line rate. For example, a one-line footer printed on 10 broadside pages equals 10 lines. See Category 5 in Section 8.3.
- Cleanup Documents from NRC word processing systems other than the 5520 system shall be converted to the 5520 system.

5. The paper copy shall be printed using the following typestyles: 12-pitch letter gothic, 12-pitch symbol, 12-pitch prestige elite or 11-pitch essay standard proportional. Substitution of type styles ordered shall not be made without the prior approval of the PO.

Page 31

- 6. Paper (white writing sub 40 paper 8% x 11" and 8% x 14") shall be supplied by the Contractor. NRC letterhead, logos, and oversize paper shall be furnished by NRC. Charts and tables will occasionally be requested to be printed horizontally on 8% x 14" paper.
- Imprint on paper using a printer that matches the ink-jet print of an IBM 5258 ink jet printer and an HP Laserjet, whichever is requested.
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  - a. Each command markup codemust:
    - be enclosed in angled brackets, as follows: <CODE>
    - 2. begin on a new line
    - 3. be the only item on that line
    - 4. precede the block of text it applies to
  - b. Each character markup code must:
    - be enclosed in angled brackets, as follows: <CODE>
    - precede and/or follow the word or text string it applies to rather than being
      - placed on a line by itself.

See Attachment 7 for examples of composition markup codes. A listing of specific command and character markup codes and instruction in their use will be provided to the Contractor.

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- 2. One original printed copy of the completed work.
- A file copy An updated copy of the first and last page of each section of the document, showing title, date, work order number, originator's name and Contractor contact for each job processed.

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4. The updated stored version of the document. The Contractor shall transmit the stored version of the completed work to the NRC's 5520 systems by the time the printed copy is delivered to NRC. At their discretion, NRC may send documents archived onto 5520 diskettes and request the Contractor to return the revised documents remarchived into 5520 diskettes, with an updated, alphabelized list of the diskette contents.

If the telecommunication function is "down," document(s) shall be archived onto double density (2D) diskettes that are 5520 compatible. A list of diskette contents shall be inserted in the diskette jacket and returned with the printed copy.

Updated stored version of Word Perfect diskettes submitted.

5. The Work Order submitted to the Contractor shall be completed with the costs for processing the work. The Contractor shall complete legibly the bottom half of the Work Order with the number of pages processed, number of lines per page, cost categories used, total number of lines processed, and total cost, and return the Work Order with the completed project. Under the "number of pages" column, anything less than % page equals % a page.

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- Cleanup Documents from NRC word processing systems other than the 5520 system shall be converted to the 5520 system.

Section C

The contractor shall reformat line spacing, line length, headers and footers, reset tabs, margins, and rekey symbols and equations. Cleanup shall be charged at Category I.A or I.B rates (minor or major revisions). See Section B.3.

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- 4. Coding The placement of bracketed commands in text to identify specific document components such as headings, lists, text paragraphs, and the specified typeface, point size, and style attributes for each component for electronic text composition.
- 5. Comparative text A method of showing where changes have been made to a document. The text to be deleted is hyphened through (the) and text to be added is underscored (an). For example, "This private public issue shall be discussed soonat a later date." Revisions shall be charged at Category 1.A or 1.B rates (minor or major revision). See Section B.3.
- 6. Diskette conversion and verification The Contractor shall be able to convert complete diskettes or diskette files to and from IBM PCs and IBM 5520s using Displaywrite 3 and 4, Word Perfect 5.0, and ASCII formats and verify that the data converted is in revisable form.
- Distribution Distribution on the NRC IBM 5520 system is synonymous with transmission or telecommunications. Distribution profiles shall be established between NRC's 5520 systems and the contractor's equipment to transmit documents between systems.
- Draft A document usually prepared in 1-1/2 spacing that will be revised several times with tables and figures placed at the end of each section, unless otherwise requested.
- Formats Samples of ECS formats, plus instructions for margins, line spacing, page numbering, etc., are shown in Attachment 3, "Format Handbook." Each format is numbered for easy reference.
- 10. Galleys Text that is formatted into one column of 40 characters or less per line. Charge at one-half the rate for a full 80 character line.
- 11. Final, final A document that is camera-ready for publishing in which tables and figures are placed immediately after where first mentioned in the text, unless otherwise requested. Also, the footer shall change to include only the document title and the page numbers. The section or chapter number and the date shall not appear in the footer.
- 12. Header/footer Information that is put at the bottom (footer) or top (header) of each page. This information could include the date, page number, document title, or other identifier. Categories 4.A. and 4.B. in Section B.3 shall be used for printing pages with revisions to headers/footers only. There

shall be no revisions to the text on the pages requiring printing.

- Initial typing Typing document for first time to store text on magnetic media.
- 14. Lines per page For consistency in determining lines for different size pages, the following standards are to be used.

Paper Size	Single	acing 15	Double
8½ x 11	51	34	25
8½ x 14	67	45	34
Mats	90	68	45
Galleys	26	17	13

15. Pricing computation - The number of days taken to process a job is counted from the day after the job was sent to the contractor to the day the job is delivered to NRC. For example, a job sent on Monday, delivered on Tuesday = 1 day; a job sent on Monday, delivered the following Monday = 5 days.

Jobs sent out Monday morning requested for Tuesday morning = 1 day.

Overnight delivery = work submitted to the contractor during the afternoon of one workday must be delivered to the NRC by the morning of the next workday.

When computing page costs on work orders, anything less than a page equals & a page. Computations may include one-half of a line.

16. Proofreading - Compare the word-processed document with the document submitted to the contractor for: typographical, spelling, abbreviation, punctuation, format and word-division errors. Use Webster's New Collegiate Dictionary, 1979 edition, GFO Style Guide, and the NRC Technical Style Writing Guide for reference. The typed document must conform to the format and special instructions specified on the Work Order. The corrections shall be made before returning the work t NRC, unless requested otherwise.

The table of contents as created or revised must reflect the section headings and page numbers of the document.

17. Revisions/major - Major changes to text already stored on magnetic media. Revisions are mainly sentence and paragraph changes throughout each page, with several insertions, deletions and rearrangement of text, figures, or tables. This also includes major cleanup of format and codes communicated or converted from "incompatible" systems.

- Revisions/minor Minor changes to text already stored on magnetic media. Revisions are character or word changes, and major deletions, which includes changing page and line lengths throughout the document.
- Rough draft Documents or dictation submitted in very rough form, usually does not require proofreading.
- 20. Scan Typewritten text submitted in various typestyles (12 pitch letter gothic and prestige elite; 10 pitch OCRB and courier) that shall be scanned into the system, using an optical character reader, and proofread to cleanup misread data.
- Transmission Information that is transmitted over telephone lines through modems between the NRC's 5520 system and the contractor's equipment. This is synonymous with distribution and telecommunications.
- Type, Proofread, Minor Markups OK Documents requested under this category do not have to have pages reprinted after proofreading when corrections are minor (3-4 marked up items per page).

NOTE: See Section F for "Deliveries and Performance" See Section H for "Government Furnished Property" (End of Clause) SECTION D - PACKAGING AND MARKING

There are no clauses in Section D.

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# SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

RUNDER UNIE	NUMBER	DATE	TITLE
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52.246-4 APR 1984 INSPECTION OF SERVICES -- FIXED-PRICE

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#### Section F

## SECTION F - DELIVERIES OR PERFORMANCE

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# F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

None by reference

### F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 1 (JUNE 1988)

The ordering period for this contract shall commence on \* and will expire on \* Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering).

(End of Clause)

### F.3 PICKUP AND DELIVERY

Specifications for pickup and delivery are as follows:

1. The Contractor shall pick up and deliver work twice per day (before 10 a.m. and before 3:00 p.m.) at "points of origin" as designated below unless no request for service by the NRC has been made. The Contractor will pick up the written Work Order, source materials, instructions, and any Government-furnished property. The stored version of revision work will be transmitted to the Contractor's equipment for reirieval. Diskettes containing the stored version may be furnished to the Contractor instead of transmitting the work.

 Special pickups during Dovernment workdays from 7:30 a.m. to
 4:30 p.m. may be requested. Pickup or delivery shall be made within two hours after such celephone requests have been made.

3. The work will be processed and the finished product will be delivered, together with all the source materials submitted, to the points of origin within the date and time specified on the work order. All returned material must be in the proper sequence, unmutilated, and in as good condition as when submitted.

4. The stored version of the delivered printed copy shall be

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5. Overnight or weekend delivery means that work submitted to the Contractor during the afternoon of one workday must be delivered to the NRC during the first pickup time of the next workday.

6. Points of Origin:

U.S. Nuclear Regulatory Commission Attn: \*, Chief Phillips Unit, Electronic Composition Services Division of Freedom of Information & Publication Services 7920 Norfolk Avenue (Room \*) Bethesda, MD Voice Telephone: \*

U.S. Nuclear Regulatory Commission Attn: \*, Chief White Flint Unit, Electronic Composition Services Division of Freedom of Information & Publication Services 11555 Rockville Pike (Room \*) Rockville, MD Voice Telephone: \*

#### (End of Clause)

F.4 INSPECTION AND REVIEW OF WORK

1. Prior to Delivery

The NRC reserves the right to make periodic on-site inspections in accordance with Clause No. 52.246-4 entitled "Inspection of Services - Fixed Price." It shall be expressly understood that such inspections shall not constitute acceptance by the Government of any part of the work, but shall take place to coordinate technical guidance in interpretation of technical requirements.

- 2. After Delivery
  - a. All inspections, acceptance, and rejection decisions shall be made at destination by the Project Officer or designated representative, when the material is delivered to the NRC.
  - b. Upon receipt of all deliverable items specified, the Project Officer or designated representative shall inspect each item for compliance with the specifications contained herein.

(End of Clause)

F. 5.

# POOR WORKMANSHIP AND/OR FAILURE TO MEET DEADLINES

The Project Officer shall be the sole judge of the quality of work performed. Work not in accordance will be specifications stated herein or of unacceptable quality to be rejected and reporter to the Cuntrin or within five working days of receipt by NRC. The Contractor shall, at no addition is spense to the Government, promptly pick up the rejected work, make the necessary corrections or redo the work, and return the correct 1 or redone work in accordance with the pickup and delivery requirements set forth in Section F.3.

Alternatively the NRC may, because of required deadlines when it is not possible to wait for the Contractor to pick up, correct, and deliver the rejected work, elect to correct certain pages of the work with its own forces and facilities. The cost for the pages of work redone will be deducted from the work order and invoice of the Contractor at the unit price for the category of work redone as specified in Section 8.3.

In the event NRC must print work processed by the Contractor because the Contractor's printers are "down", the cost will be reduced by 10% of the total price of the work order.

If the Contractor fails to make delivery within the date and time as indicated on the work order and as accepted by the Contractor in accordance with the provisions herein, payment will be made at the rates applicable to the date acceptable work is actually delivered. For example, a two business day delay beyond the requested two day delivery time shall result in 'he unit price being reduced from the "2-day" unit price to the "4-day" unit price as set forth in Section B.3. Furthermore, the "over 5-day" unit price will be reduced by 10% for each business day that delivery is delayed, up to 50% of the "over 5-day" unit price. For example, a two business day delay beyond the requested six day delivery time shall result in the unit price being reduced by 20% of the "over 5-day" unit price. Likewise, a six business day delay beyond the requested six day delivery time shall result in the unit price being reduced by 50% of the "over 5-day" unit price.

In the event a delay is caused by any action of the Government, and the Contractor cannot meet the original delivery date, the delivery date shall be extended by the number of working days that the work was delayed by the Government. In the event the Government still requires the original delivery date, the work order shall be revised to reflect the price for the shorter time period for the required delivery date.

Failule to understand any part hereof, or the individual instructions of any Work Order placed or issued hereunder, shall not entitle the Contractor to an adjustment in price. Under such circumstances, the Contractor shall call the point of origin identified above for a clarification of instructions or work.

If the Contractor continues to provide unsatisfactory service,

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it may constitute grounds for termination of the contract under Clause No. 52.249-8 entitled "Default (Fixed Price Supply and Service)."

(End of Clause)

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 REMITTANCE ADDRESS (MAR 1987)

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

Name:	
Address	and the second se

## (End of Clause)

G.2 PROJECT OFFICER AUTHORITY (MAR 1987) ALTERNATE 1 (MAR 1987)

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

Name:	annes treasure
Address:	erences and the second
	A contact and a contact
Telephone	Number: ******

b. The Project Officer is responsible for:

1) Placing Delivery Orders for items required under this contract.

2) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

 Inspecting and accepting products/services provided under the contract.

4) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

c. Upon award of the contract, the Project Officer will designate representatives from each of the two NRC locations (ordering offices) to:

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1. Place delivery orders for items required under this contract.

2. Monitor Contractor performance and recommend to the Project Officer any changes in the contract requirements.

Inspect and accept products/services provided union the contract.

d. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

(End of Clause)

G.3 BILLING INSTRUCTIONS

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

(End of Clause)

Section H

# SECTION H - SPECIAL CONTRACT REQUIREMENTS

# H.1 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

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

#### (End of Clause)

## H.2 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (JUNE 1988)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under Wage Determination Number 86-1259 (Rev.5) dated 09/22/88 which is attached (See Section J for List of Attachments).

#### (End of Clause)

## H. 3 GOVERNMENT-FURNISHED PROPERTY

Upon execution of this contract, the following materials will be furnished by the NRC as needed, for use in performance of the contract:

- 1. NRC letterhead
- 2. Typing mats, logos, or guides
- 3. Other specially printed paper.
- Diskettes containing the stored version of revision work, to archive completed work on, to convert PC files to or from.
- Telecommunications Device for the Deaf (TDD) Model Porta Printer Plus Model 40TM, NRC Tag No. 017441.

#### (End of Clause)

## H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (OMB CLEARANCE NUMBER 3150~0312) (JUNE 1988)

a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor:

1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and

2) Does not obtain an unfair competitive advantage over

other parties by virtue of its performance of this contract.

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

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

d. Disclosure after award.

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

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

e. Access to and use of information.

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

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

(ii) Compete for work for the Commission based on the information for a period of six (6) months after either the completion of this contract or the relrase of the information to the public, whichever is first;

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

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

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

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

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

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

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

(End of Clause)

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# PART 11 - CONTRACT CLAUSES

# SECTION 1 - CONTRACT CLAUSES

# 1.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-1	APR 1984 APR 1984 APR 1984 APR 1984 JUL 1985	DEFINITIONS OFFICIALS NOT TO BENEFIT GRATUITIES COVENANT AGAINST CONTINGENT FEES RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7 52.214-26 52.214-27	ADR 1985	ANTI-KICKBACK PROCEDURES AUDIT SEALED BIDDING PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS SEALED BIDDING
52.214-28	APR 1985	SUBCONTRACTOR COST OR FRICING DATA MODIFICATIONS SEALED BIDDING
52.214-29	JAN 1986	ORDER OF PRECEDENCE SEALED BIDDING
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	
52.220=3	APR 1984	
52.222-1	APR 1984	
52.222-3 52.222-26 52.222-35	APR 1984	CONVICT LABOR EQUAL OPPORTUNITY AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36 52.222-37	APR 1984 JAN 1988	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

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			CLEAN AIR AND WATER
52.227-1			AUTHORIZATION AND CONSENT
52.227-2	APR ;	1984	NOTICE AND ASSISTANCE
			REGARDING PATENT AND
			COPYRIGHT INFRINGEMENT
52.229-3	APR :	1984	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR	1984	TAXES CONTRACTS
			PERFORMED IN U.S.
			POSSESSIONS OR PUERTO RICO
52.232-1	APR	1984	PAYMENTS
52.232-8	JUL		DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR		LIMITATION ON WITHHOLDING
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52.232-11	ADR	1024	EXTRAS
			INTEREST
			ASSIGNMENT OF CLAIMS
DE. 606 60	ADD	1004	DISPUTES ALTERNATE 1 (APR 1984)
52.233=3			PROTEST AFTER AWARD
			CONTINUITY OF SERVICES
52.237-3			CHANGES FIXED PRICE
52.243-1	AUG	1901	
	and i		ALTERNATE I (APR 1984)
52.245-2	APR	1.984	GOVERNMENT PROPERTY
2012			(FIXED-PRICE CONTRACTS)
32:249-4	APR 1	984	TERMINATION FOR THE CONVENIENCE OF THE
			GOVERNMENT (SERVICES) (SHORT FORM)
			the first second defined
52.249+8	APP 1	984	DEFAULT (FIXED PRICE
			SUPPLY AND SERVICE)

## 1.2 ORDERING (FAR 52.216-18) (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

## (End of Clause)

#### 1.3 DELIVERY-ORDER LIMITATIONS (FAR 52.216-19) (APR 1984)

 (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than
 \$15.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$37,000.00;

(2) Any order for a convinction of items in excess of \$37,000.00;

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## 1.4 REQUIREMENTS (FAR 52.216-21) (APR 1984) ALTERNATE I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract

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otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after two weeks.

#### (End of Clause)

### 1.5 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES (FAR 52.217-9) (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

#### (End of Clause)

#### 1.6 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

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

(End of Clause)

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1.7 DRUG-FREE WORKPLACE (FAR 52.223-5)

(a) Definitions. As used in this clause,

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

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

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

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

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

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

(b) The Contractor, if other than an individual, shall --

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

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

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

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

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

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

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

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

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction:

(6) Within 30 days after receiving notice under subparagraph
 (a)(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

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

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

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

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

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

(End of Clause)

#### 1.8 PROMPT PAYMENT (52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in 1

this clause are calendar days, unless otherwise specified.

(a) Invoice Payments

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

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

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

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

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

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

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from

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edible fats or cils, will be as close as possible to, but not later than the 10th day after the date on which a proper invoice has been received.

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

(i) Name and address of the Contractor.

(ii) Invoice date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Is owed an interest penalty:

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

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

(b) Contract Financing Payments

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as

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

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

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

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

#### (End of Clause)

## 1.9 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (52.232-28) (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### (End of Clause)

#### 1.10 DISCOUNTS FOR PROMPT PAYMENT (52.232-8) (APR 1989)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was

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made.

#### (End of Clause)

# 1.11 SERVICE CONTRACT ACT OF 1965, AS AMENDED (52.222-41) (MAY 1989)

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

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

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

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

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

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

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Difficer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration U.S. Department of Labor The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

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

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

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(11) of this clause need not be followed.

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

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1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the 'st and this contract.

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

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

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

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

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and

fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

Division, Employment Standards Administration, a record of the following:

(1) For each employee subject to the Act --

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(A) Name and address and social security number;

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

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

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

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

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

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

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

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

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

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the

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

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

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

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

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

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

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

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

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

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

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

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

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized

Section 1

agency exists in a State, under a program registered with the Burety of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee and is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employne engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair labor Standards Act and Regulations 29 CFR Part 53<sup>1</sup>. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

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

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

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

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

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

(End of clause)

Section 1

1.12 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY -- MODIFICATION. 52.203-9 (MAY 1989)

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(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will erecute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any midification of this contract. A contract modification may not be executer with ut the certification.

(c) Continication. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execut the following certification:

CERTIFICAL OF PROFUREMENT INTEGRITY -- MODIFICATION (MAY 1989)

(Name of

(1) 1, ..... rtifier), in the cofficer or employee responsible for the ration is this modification proposal and hereby certify that,

e best of my knowledge and belief, with the except of any information described in this certification, I have no nitrmation concerning a violation or possible violation of subsective 7/20). (b), (c), or (e) of the Office of Federal Procurement Policy A t (4) U.S.C. 423), (hereinafter referred to as the Act), as implemented in the FAR, activing during the conduct of this procurement (cost act number \_\_\_\_\_) (modification number \_\_\_\_\_

(2) As requires by subsection 27(d)(1)(B) of the Act, I fir then cortify that each a ficer, employee, agent, representative, and consultant of

(Name of

offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible itolation of subsections 27 (a), (b), (c), or (e) of the Act. 's 20% ismented in the FAR, pertaining to this procurement.

(3) Violant as or possible violetions: (Continue on plain bond paper if necessa 'y and labe? "Certificate of Procurement Integrity -- Modification (Lontinuat. Sheet)") (ENTER "NONE" IF NONE EXISTS)

(Signature of the Officer or Employee Responsible for the Modification Proposal)

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Section I

#### (Date)

(Typed Name of the Officer or Employee Responsible for the Modification) Proposal]

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

#### (End of certification)

(d) In making the certification ' paragraph (2) of the certificate, the Contractor may rely upon the certification by an officer, employee, agent, representative, or consultant that such person is in compliance with the requirements of subsections 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as implemented is the FAR, units the Contractor knows, or should have known, of reasons to the cuntrary. The Contractor may rely upon periodic certifications that must be obtained at least annually, supplemented with periodic training programs. These certifications shall be maintained by the Contractor for a period of 6 years from the date of execution.

(e) The certification required Ly paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)

## 1.13 REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY (52.203-10) (MAY 1989)

(a) The Government, at its election, may reduce the price of a fixed price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (c) of this clause if the head of the agency or his or her designee, determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee associated with the particular contract modification.

(b) Prior to making such a fee or profit reduction, the agency head or his or her designee shall provide to the Contractor a written notice of the action being considered and the basis therefor. The Contractor shall have a period determined by the agency head or his or her designee, but in no event less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or his or her

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designee may, upon good cause shown, determine to reduce the contract or contract modification price or fee by an amount which is less than the amount determined under paragraph (c) of this clause.

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(c) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 10 percent of the amount of each award fee otherwise payable to the contractor for each incentive period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award;

(ii) When the contract provides for multiple deliverables, reduce the amount otherwise payable to the contractor upon each delivery and acceptance by an amount determined by the Contracting Officer to be the profit portion of each payable amount until the cumulative total of such reductions is equal to the initial target profit amount specified in the contract at the time of contract award;

(iii) In addition to any other withholdings, retentions or reserves, reduce the amount of progress payments otherwise payable in connection with each invoice or voucher properly submitted by the contractor for payment until the aggregate progress payments amounts so withheld equal the initial target profit established at the time of contract award; or

(iv) If the Government elects either (c)(4) (ii) or (iii) of this clause, at the time of total final price establishment, the price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the amount of initial target profit specified in the contract at the time of contract price. Any progress payments amounts retained by the Government in (c)(4)(ii) of this clause shall be returned to the contractor, if appropriate.

(5) For firm-fixed-price contract or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract

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(d) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraphs (b) and (c) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract or modification for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

## (End of clause)

# 1.14 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (52.209-6) (MAY 1989)

(a) The Government suspends or debars Contractors to protect the Government's interests. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. If a Contractor intends to subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the list of Parties Excluded from Procurement Programs), a corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into such subcontract. The notice must include the following:

(1) The name of the subcontractor;

(2) The Contractor's knowledge of the reasons for the subcontractor being on the list of Parties Excluded from Procurement Programs;

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the list of Parties Excluded from Procurement Programs; and

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(b) The Contractor's compliance with the requirements of 52.209-6 will be reviewed during Contractor Purchasing System Reviews (see FAR Subpart 44.3).

(End of clause)

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# 1.15 RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS (52.225-13) (MAY 1989)

(a) Definitions. (1) "Component part," means any article which is not usable for its intended functions without being imbedded or integrated into any other product and which, if used in production of a finished product, would be substantially transformed in that process.

(2) "Finished product," means any article which is usable for its intended function without being imbedded in, or integrated into, any other product. It does not include an article produced by a person, other than a sanctioned person, that contains parts or components of the sanctioned person if the parts or components have been substantially t insformed during production of the finished product.

(3) "Sanctioned person," means a company or other foreign person upon whom prohibitions have been imposed.

(4) "Substantially transformed," when referring to a component part or finished product, means that the part or product has been subjected to a substantial manufacturing or processing operation by which the part or product is converted or combined into a new and different article of commerce having a new name, character, and use.

(b) General. Section 2443 of the Multilatival Export Control Enhancement Amendments Act (Pub. L. 100-418) and Executive Order 12661, effective December 28, 1988, impose, for a period of 3 years, with certain exceptions, a prohibition on contracting with, or procuring (including rental and lease/purchase) directly or indirectly the products or services of (1) Toshiba Machine Company, (2) Kongsberg Trading Company, (3) Toshiba Corporation, or (4) Kongsberg Vaapenfabrikk. The Act and Executive Order also prohibit, for the same 3-year period, the importation into the United States of all products produced by Toshiba Machine Company and Kongsberg Trading Company. These prohibitions also apply to subsidiaries, successor entities or joint ventures of Toshiba Machine Company or Kongsberg Trading Company.

(c) Restriction. Unless listed by the Contractor in its offer, in the solucitation provision at FAR 52.225-12, Notice of Restrictions on Contracting with Sanctioned Persons, or unless one of the exceptions in paragraph (d) of this clause applies, the Contractor agrees that no products or services delivered to the Government under this contract will be products or services of a sanctioned person.

(d) Exceptions. The restrictions apply --

(1) To finished products of nonsanctioned persons containing components of a sanctioned person if these components have been substantially transformed during the manufacture of the finished product.

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(2) To products or services of a sanctioned person provided --

(i) The products are designed to the specifications of a nonsanctioned person marketed under the trademark, brand or name of the nonsanctioned person;

(ii) The business relationship between the nonsanctioned person and the sanctioned person clearly existed prior to June 30, 1987; and

(111) The nonsanctioned person is not directly or indirectly owned by a sanctioned person.

(3) If a determination has been made in accordance with FAR 25.1003 (a) or (b).

(e) Award. Award of any contract resulting from this solicitation will not affect the Contractor's obligation to comply with importation regulations of the Secretary of the Treasury.

(End of clause)

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### Section J

# PART 111 - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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# SECTION J - LIST OF ATTACHMENTS

# J.1 ATTACHMENTS

Attachment Number	Title
1 2 3 4	Sample Work Order Keyboard Sample of NRC's IBM 5520 System Format Handbook NRC Technical Writing Style Guide & Supplement
5 6 7 8	NRC 5520 Procedures Guide Equation Typing Sample Examples of Composition Markup Codes NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
9 10 11	Billing Instructions NRC Manual Chapter 3202 Wage Determination Registers

#### PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CFFERORS

#### K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (1) those prices, (11) the intention to submit an offer, or (11) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a seeled bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization);

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(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### (End of Provision)

### K.2 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)

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

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

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

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

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

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

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

# K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (NOV 1988)

(a) Definitions. "Common parent," as used in the solicitation provision, means an offeror that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

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

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

(c) Taxpayer Identification Number (TIN).

( ) TIN:

) TIN: has been applied for.

) TIN: is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a state or local government;

( ) Other. State basis.

(d) Corporate Status.

( ) Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

- ) Other corporate entity;
- ) Not a corporate entity;
- ) Sole proprietorship;

) Partnership;

( ) Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

Name

Section K

TIN \_\_

#### (End of Provision)

K.4 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING (FAR 52.214-2) (JUL 1987)

The bidder, by checking the applicable box, represents that --

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

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

(End of Provision)

### K.5 PARENT COMPANY AND IDENTIFYING DATA (FAR 52.214-8) (APR 1984)

(a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) The bidder ( ) is, ( ) is not owned or controlled by a parent company.

(c) If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address of Parent Company (Including Zip Code)

Parent Company's Employer's Identification Number

(d) If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line

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### K.6 PLACE OF PERFORMANCE--SEALED BIDDING (FAR 52.214-14) (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Address,	Performance (Street City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

(End of Provision)

### K.7 MINIMUM BID ACCEPTANCE PERIOD (FAR 52.214-16) (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

# K.8 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1) (MAY 1986)

The offeror represents and certifies as part of its offer that it () is, () is not a small business concern and that () all, () not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(End of Provision)

### K.9 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FAR 52.219-2) (APR 1984)

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

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

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

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

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

#### (End of Provision)

#### K.10 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3) (APR 1984)

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

(b) Definitions.

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

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who liso control and operate the business.

(End of Provision)

### K.11 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (FAR 52.220-1) (APR 1984)

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

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

# K.12 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

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

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

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

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

(2) Retain the certifications in the files; and

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

> NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

(End of Provision)

K.13 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that --

(a) It ( ) has, ( ) has not participated in a previous contract or

subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

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

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

#### (End of Provision)

### K.14 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rule: and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (c) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

### K.15 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that ---

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

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

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

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# K.16 ORGANIZATIONAL CONFLICTS OF INTEREST (JUNE 1988)

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

#### (End of Provision)

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

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

#### (End of Provision)

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

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

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

#### (End of Provision)

# K.19 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (52,203-8) (MAY 1989)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

#### CERTIFICATE OF PROCUREMENT INTEGRITY

(1) 1, \_\_\_\_\_\_(Name of certifier), am the officer or employee responsible for the preparation of this offer or bid and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27 (a). (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number \_\_\_\_\_).

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label "Certificate of Procurement Integrity (Continuation Sheet)") (ENTER "NONE" IF NONE EXISTS)

\_ (Signature of the Officer

or Employee Responsible for the Offer)

(Date)

(Typed Name of the

Officer or Employee Responsible for the Offer)

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

(End of certification)

(c) The signed certification in paragraph (b) of this provision shall be executed and submitted as follows:

(1) If this is an invitation for bids (IFB), with bid submissions exceeding \$100,000.

(2) If this is a procurement using the two-step sealed bidding procedure (see FAR Subpart 14.5), with bids exceeding \$100,000, with submission to the Government of step-two sealed bids.

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(3) If this is a request for proposal (RFP) or quotation (RFQ), by the successful offeror as close as practicable to, but in no event later than, the date of award of a contract exceeding \$100,000.

(4) If this is an invitation for bids for an indefinite delivery-type contract, and if the estimated value of orders to be placed under the contract is expected to exceed \$100,000, with the bid submission.

(5) If this is an RFQ or RFP for an indefinite delivery-type contract, and if the estimated value of orders expected to be placed under the contract is expected to exceed \$100,000, by the successful offeror as close as practicable to, but in no event later than, the date of contract award.

(6) For letter contracts, prior to award of the letter contract and prior to definitization of the letter contracts.

(7) For other procurement actions in excess of \$100,000, prior to award or execution as specified by the Contracting Officer.

(8) The certificate required by subparagraphs (c)(3) and (c)(5) through (c)(7) of this provision shall be submitted to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificate.

(d) Pursuant to FAR 3.104-9(d), the offeror may be requested to execute additional certifications at the request of the Government.

(e) Failure of an offeror to submit the certification required by FAR 3.104-9(b) or any additional certifications pursuant to FAR 3.104-9(d) will render the offeror ineligible for contract award (see FAR 9.104-1(g)).

(f) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interest of the Government, such as disqualification of the offeror.

(g) In making the certification in subparagraph (b)(2) of this provision, the offeror may rely upon the certification by an officer, employee, agent, representative, or consultant that such person is in compliance with the requirements of subsections 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as implemented in the FAR, unless the offeror knows, or should have known, of reasons to the contrary. The offeror may rely upon periodic certifications that must be obtained at least annually, supplemented with periodic training programs. These certifications shall be maintained by the contractor for 6 years from the date of execution.

(h) The certifications in paragraph (b) and (d) of this provision

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are a material representation of fact upon which reliance will be placed in awarding a contract.

#### (End of provision)

### K.20 CERTIFICATION REGARDING & DRUG-FREE WORKPLACE (FAR 52.223-5)

(a) Definitions. As used in this provision,

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

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

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

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

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

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

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will --

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

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

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

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

workplace;

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

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

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

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

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

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

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

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

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

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

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

#### 19.602 - 1(a)(2)(1).)

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

### (End of Provision)

### K.21 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (52.209-5) (MAY 1989)

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

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

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

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

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

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

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

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

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

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

#### (End of Provision)

### K.22 NOTICE OF RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS (52.225-12) (MAY 1989)

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

(b) By submission of this offer, the Offeror represents that no products or services, except those listed in this paragraph (b), delivered to the Government under any contract resulting from this solicitation will be products or services of a sanctioned person, as defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in paragraph (d) of the clause at FAR 52.225-13 applies.

Product or service

Sanctioned person

(List as necessary)

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Section L

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

# L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.214-1 52.214-3 52.214-4 52.214-5 52.214-6	NOV APR APR	1987 1988 1984 1984 1984	SOLICITATION DEFINITIONS SEALED BIDDING AMENDMENTS TO INVITIATIONS FOR BIDS FALSE STATEMENTS IN BIDS SUBMISSION OF BIDS EXPLANATION TO PROSPECTIVE BIDDERS
52.214-7	APR	1984	LATE SUBMISSIONS, MODIFICATIONS, AND
52.214-9 52.214-10 52.214-12 52.214-17	APR	1984 1985 1984 1984	WITHDRAWALS OF BIDS FAILURE TO SUBMIT BID CONTRACT AWARD SEALED BIDDING PREPARATION OF BIDS AFFILIATED BIDDERS

L.2 RESERVED

L.3 SERVICE OF PROTEST (FAR 52.233-2) (NOV 1988)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAD) or the General Services Administration Board of

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Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

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#### Mark J. Flynn

Hand-Carried Address:

U.S. Nuclear Regulatory Commission Div. of Contracts and Property Management 7920 Norfolk Avenue, Room 1020 Bethesda, Maryland 20814

Mailing Address:

U.S. Nuclear Regulatory Commission Div. of Contracts and Property Management Mail Stop P-1020 Washington, D.C. 20555

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

(End of Provision)

### L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)

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

(End of Provision)

L.5 ESTIMATED DURATION (JUNE 1988)

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

#### (End of Clause)

# L.6 SMALL BUSINESS SIZE STANDARD AND PRODUCT CLASSIFICATION (MAR 1987) ALTERNATE I (MAR 1987)

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

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### L.7 DISPOSITION OF BIDS (MAR 1987)

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

#### (End of Provision)

### L.8 NONDISCRIMINATION BECAUSE OF AGE (FAR 22.901) (MAR 1987)

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

#### (End of Provision)

#### L.9 ABSTRACT OF BIDS (MAR 1987)

The abstract of bids will be completed as soon as possible after the bids have been opened and read. The abstract of bids shall be posted on a bulletin board at the following two locations:

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

U.S. Nuclear Regulatory Commission Public Document Room 2120 L Street, N.W. Washington, DC 20555

#### (End of Provision)

# L.10 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (MAR 1987)

All offerors shall provide their DUNS number code in the box marked "code" in item 15A of SF 33. In the event the code is unknown, enter "N.A.".

# L.11 TIMELY RECEIPT OF PROPOSALS/BIDS (JUNE 1988)

Since NRC is a secure facility with perimeter access control, offerors/bidders thail allow additional time for hand delivery (including express mail and delivery services) of proposals/bids to onsure that they are timely received in the depository at the address shown in Item 9 on the Standard Form 33.

#### (End of Provision)

### L.12 VIEWING SAMPLE MATERIALS

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Prior to submitting a bid in response to this solicitation, all offerors are encouraged to examine examples of the type of work that will be required hereunder, consisting of minor and major revisions, rough draft input, and tables. In no event shall failure to review the sample material constitute grounds for a claim after contract award.

The materials are available for review from 7:45 A.M. to 4:15 P.M. during NRC's regular workdays at the location below. In requesting this material, refer to "Viewing Sample Materials under IFB No. ADM-90-129."

U.S. Nuclear Regulatory Commission Public Document Room 2120 L Street, N.W. Washington, D. C. 20555

(End of Provision)

### L.13 LOCATION OF BID OPENING

A public bid opening will be held at the time and date specified in Block 9 of Standard Form 33 (Page 1 of this solicitation) in the bid room located at the following address:

> U.S. Nuclear Regulatory Commission Division of Contracts & Property Management Contracts Negotiation Branch, No. 1 Room 1024 7920 Norfolk Avenue Bethesda, MD 20814 (End of Provision)

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SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER DATE TITLE

52.232-15 APR 1984 PROGRESS PAYMENTS NOT INCLUDED

### M.2 BIDDER QUALIFICATIONS AND PAST EXPERIENCES

Bidder shall list five previous/current contracts for the same or similar products/services. This information will issist the contracting Officer in his/her Determination of Responsibility.

a. Contract No.: Name and Address of Government Agency or Commercial Entity:

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Point of Contact: Contracting Officer: Telephone Number: Technical Representative: Telephone Number:

b. Contract No.: Name and Address of Government Agency or Commercial Entity:

Point of Contact: Contracting Difficer:\_\_\_\_\_\_ Telephone Number:\_\_\_\_\_\_ Technical Representative:\_\_\_\_\_\_ Telephone Number:\_\_\_\_\_\_

c. Contract No.: Name and Address of Government Agency or Commercial Entity:

Section M

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Contract No.:Name and Address of Government Agency or Commercia	1 Entity
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### M.3 EID EVALUATION (MAR 1987)

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. Award will be made to that responsive, responsible bidder michin the meaning of Federal Acquisition Regulation 9-1 whose total bid amount, as set forth by the bidder in Section B of this IFB constitutes the lowest overall evaluated final contract price to the Government based upon the requirements is set forth in the schedule. Bids will be evaluated for purposes of award by first ascertaining the sum of the total amount for each of the items specified in Section B of this solicitation. This will constitute the bidder's "Total Bid Amount." -

c. Bidders must insert a definite price or indicate "no charge" in the blank space provided for each item and/or sub-item "isted in Section B. Unless expressly provided for herein, no additional charge will be allowed for work performed under the contract other than the unit prices stipulated herein for each such diem and/or sub-item.

d. Any bid which is materially unbalanced as to price for the separate items specified in Section B of this IFB way 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 way be significantly overstated for other work.

e. 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.

f. A preaward onsite survey of the bidder's facilities, equipment, etc., in accordance with FAR 9.106 may be made by representatives of the Commission for the purpose of determining whether the bidder is responsible within the meaning of FAR 9.1 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 24 hours after such request (i) concerning their ability to meet any of the minimum standards set forth in FAR 9.104. (ii) samples of work, and (ifi) additional names and addresses of clients, Government agencies and/or commercial firms which the bidder is now doing or has done business with.

g. Notwithstanding Paragraph b above, the award of any contract resulting from this solicitation will be made on an "all or none" basis. Thus, bids submitted on fewer than the items listed in Section B of this IFB, or on fewer than the estimated quantity will cause the bid to be rejected as nonresponsive.

(End of Provision)

### M.4 PILOT WORD PROCESSING DISTRIBUTION DEMONSTRATION (PWPDD)

The NRC may require a Pilot Word Processing Distribution Demonstration (PWPDD) by the prospective awardee prior to the award of the contract to establish his technical ability to perform the work in a responsible manner and if so required, shall be notified.

After the prospective awardee is notified by the Contracting Officer of the PWPDD requirement, the NRC and the prospective awardee shall, during a three-day period, program their equipment to transmit documents between their respective systems. n' ... m

All costs associated with the pilot word processing distribution demonstration of the prospective awardee's capability will be at the expense of the prospective awardee.

At the end of the three-day programming period, the NRC will distribute (transmit) a test document of not more than 5 pages from the 5520 systems listed within this solicitation to the prospective awardee. The prospective awardee will then retrieve the test document and transmit the document back to the NRC's 5520 systems to ensure that the telecommunication is successful between the prospective awardee's equipment and the NRC's.

After telecommunications between the prospective awardee and the NRC are working successfully, the NRC will distribute (transmit) at least 1,000 pages to establish the prospective awardee's technical ability to:

- 1. receive, recognize, revise, and transmit Nku documents in accordance with the requirements of Section C.
- match the print of NRC's document in accordance with the requirements of Section C. The prospective awardee shall provide a printed copy of the retrieved document specified by the NRC (not more than 10 pages).
- transmit the document name, as printed in the footer of the printed copy, in accordance with the requirements of Section C.
- receive and store up to at least 1,000 pages of text during transmission in accordance with the requirements of C.
- transmit the text of the document as it is shown on the printed copy in accordance with the requirements of Section C.

M.5 PILOT EQUATION TYPING DEMONSTRATION (PETD)

A Pilot Equation Typing Demonstration (PETD) shall be accomplished by the prospective awardee prior to the award of the contract to establish his technical ability to perform the typing of equations in a responsible manner. The equation to be typed is shown in Attachment 6. The prospective awardee shall be given 24 hours advance notice as to the date and time for this demonstration.

M.6 DURATION OF DEMONSTRATIONS AND FAILURE TO MEET REQUIREMENTS

After telecommunications between the prospective awardee and the NRC are working successfully, the period for the demonstration of the prospective awardee's technical ability, as required above, will be three days. Should the prospective awardee fail the PWPDD demonstration as set forth in Section M.5 above and/or the PETD demonstration as set forth in Section M.6 above of their technical ability to successfully perform the work, the Government may determine the prospective awardee nonresponsible. Refer to Section M.4 - Bid Evaluation.