

AWARD/CONTRACT		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	PAGE OF PAGES 1 40
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-33-86-279		3. EFFECTIVE DATE June 23, 1986	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ORM-86-279	

5. ISSUED BY CODE	6. ADMINISTERED BY (If other than Item 5) CODE
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U.S. Nuclear Regulatory Commission
Division of Contracts, AR-2223
Contract Negotiation Branch No. 2
Washington, D.C. 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

Prime Contractor: U.S. Small Business Administration
1111 18th Street, N.W., 6th Floor
Washington, D.C. 20036

Subcontractor: Kenrob and Associates, Inc.
508 E. Market Street
Leesburg, VA 22075

8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See 5-104)
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9. DISCOUNT FOR PROMPT PAYMENT Net

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See G.7
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CODE	FACILITY CODE
11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE

See F.2

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance, Office of
Resource Mgmt., ATTN: GOV/COM Accts., Wash., DC
20555

13. THIS ACQUISITION WAS: (Check appl. box(es))	A. ADVERTISED	B. NEGOTIATED PURSUANT TO	14. ACCOUNTING AND APPROPRIATION DATA
	<input type="checkbox"/> 10 USC 2304(a)	<input checked="" type="checkbox"/> 15 USC 637(2) <input checked="" type="checkbox"/> 41 USC 252(c)	B&R: 80-20-25-05 Obligated: \$170,000.00 FIN: D1387 APPN: J1X0200.806

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The contractor shall perform the efforts as detailed herein entitled "Facilities Management of P-634 and MNBB Computer Facilities." The contractor's proposal dated April 14, 1986 is incorporated in this cost plus fixed fee contract by this reference. Clause No. 52.219-11 as contained herein applies.				

15G. TOTAL AMOUNT OF CONTRACT \$ 237,032.00

16. TABLE OF CONTENTS

10. TABLE OF CONTENTS							
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS /WORK STATEMENT	2	X	J	LIST OF ATTACHMENTS	40
X	D	PACKAGING AND MARKING	14	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	14	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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X	H	SPECIAL CONTRACT REQUIREMENTS	21		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY E. THOMAS CONTRACTING OFFICER	20A. NAME OF CONTRACTING OFFICER Ronald D. Thompson
19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)
19C. DATE SIGNED 6/28/86	20C. DATE SIGNED 6-12-86

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NRC-33-86-279 PDR

AWARD/CONTRACT B-86-1-6573	1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	PAGE OF PAGES 1 40
	3. EFFECTIVE DATE June 23, 1986	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ORM-86-279	

5. ISSUED BY U.S. Small Business and Administration 1111 18th Street, N.W., 6th Floor Washington, D.C. 20036	6. ADMINISTERED BY (If other than Item 5) CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Kenrob and Associates, Inc. 508 E. Market Street Leesburg, VA 22075	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Net 10. SUBMIT INVOICES (4 copies unless other- wise specified) TO THE ADDRESS SHOWN IN ITEM See G.7
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11. SHIP TO/MARK FOR CODE See F.2	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Division of Accounting and Finance, Office of Resource Mgmt, ATTN: GOV/COM Accts., Wash., DC 20555
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13. THIS ACQUISITION WAS: (Check appl. box(es)) A. ADVERTISED B. NEGOTIATED PURSUANT TO: 15 USC 637(2) <input type="checkbox"/> 10 USC 2304(a) <input checked="" type="checkbox"/> 41 USC 252(c) (5)	14. ACCOUNTING AND APPROPRIATION DATA B&R: 80-20-25-05 FIN: D1387 Obligated: \$170,000.00 APPN: 31X0200.806
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The contractor shall perform the efforts as detailed herein entitled "Facilities Management of P-634 and MNBB Computer Facilities." The contractor's proposal dated April 14, 1986 is incorporated in this cost plus fixed fee contract by this reference. Clause No. 52.219-12 as contained herein applies.				

15G. TOTAL AMOUNT OF CONTRACT ▶ \$237,032.00

16. TABLE OF CONTENTS							
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X	G	CONTRACT ADMINISTRATION DATA	15		EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	21		M		

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) KENNETH W. ROBINSON, PRESIDENT	20A. NAME OF CONTRACTING OFFICER MARY E. THOMAS CONTRACTING OFFICER
19B. NAME OF CONTRACTOR <i>K. Robinson</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA <i>Mary E. Thomas</i> (Signature of Contracting Officer)
19C. DATE SIGNED 6/23/86	20C. DATE SIGNED 6/28/86

Section B - Supplies or Services and Prices/CostsB.1 Brief Description of Work

The contractor shall provide general facilities management and computer remote job entry (RJE) and telecommunications operational support for two NRC sites; Scientific Timesharing and and RJE support (P-634), IFMIS/Payroll (MNBB-11606).

B.2 (Offeror should provide Cost and Fee information)

A. Total Estimated Cost.....	\$ 218,463.00
Fixed Fee.....	\$ 18,569.00
Total Estimated Cost Plus Fixed Fee.....	\$ 237,032.00

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

Name: _____

Address: _____

Section C - Description/Specifications/Work StatementC.1 Statement of WorkC.1.1 Background

The contractor shall be responsible for the successful operations and subsequent user satisfaction of each specified site. These sites process unclassified agency sensitive materials that are critical for day-to-day operations. Some systems will be governed by federal requirements as to timeliness, etc. Therefore, constant interface with the user community will be commonplace. The contractor shall ensure that all sites are kept in a ready state,* and are operated in an optimal manner as outlined in NRC RM/D procedures.

* Ready state means that the facility shall be maintained such that it can readily be brought up to process data with only routine startup commands. This implies that minicomputers, RJE terminals, telecommunications and peripheral devices, etc., shall be kept in working order at all times.

The two sites to be contracted for facilities management and operations are:

- Scientific Timesharing and RJE Support P-634
- IFMIS/Payroll MNBB-11606

Facilities management basically shall place operational control of each site as the responsibility of the contractor. As such, the contractor shall:

- Ensure daily optimal operations of each facility
- Ensure that each operator is completely trained, and cross-trained if necessary, to guarantee that all critical agency systems can operate even in the absence of contractor lead personnel
- Ensure that qualified operators are available for non-standard work hours, i.e., overtime including weekends
- Assist users as necessary for successful job submission and receipt of outputs

Specific duties for each site are enumerated in separate sections due to the variance in operational duties.

C.1.2 Scope of Work

A. Basic Requirements

1. All proposed personnel shall be available to work non-standard hours including evenings, weekends, and holidays as needed. Minimal notice may be given.
2. All proposed operators shall be cross-trained to ensure that critical agency systems will be operational at all times, including non-standard working hours. (See paragraph 4 below.)
3. Due to the critical nature of NRC computer facilities, operators shall be present as designated. The suggested number of operators per facility is as follows:
 - P-634 - 1.5
 - IFMIS/Payroll - 1.5

Each "team" of operators assigned to a given facility shall remain resident in that facility and become expert at all operational functions and assigned duties. P-634 and IFMIS/Payroll operators shall be cross-trained and be required to spend, via pre-assigned scheduling, a

minimum of 4 hours per week at each facility to assure adequate and current training on all operational functions and assigned duties for each site. Each operator must be completely cross-trained to ensure adequate expert coverage of each facility, especially for the IFMIS/Payroll facility with its extended hours of operation.

4. All facilities shall be covered by key personnel and in operation during normal work hour periods. Hours of operation for each facility are:
 - P-634 - 7:30 a.m. until 5:00 p.m. (alternating lunch breaks)
 - IFMIS/Payroll - 7:00 a.m. until 6:00 p.m. Monday through Friday (and as late as necessary to complete payroll processing every other Monday and Tuesday night) and 7:00 a.m. - 3:00 p.m. every other Saturday; (lunch break determined by workload). See Attachment 4 for additional information.
5. All operators shall operate Data General minicomputer equipment and associated peripherals, communications equipment, various RJE equipment, and related ADP support equipment as required. Equipment for each site is listed under each separate site requirement.
6. The operators shall maintain operations logs for each facility. Such logs shall be comprised of equipment problems, batch jobs entered, or other logs as identified under specific site requirements.
7. All operators shall interface directly with the NRC Project Officer or his/her assignee regarding all hardware and systems software problems. Permission for operators to interface with other contract personnel for hardware repair may be granted in some cases by the Project Officer.
8. Each site shall be run in accordance with policies and procedures set up for each site requirement. Such procedures manuals and automated help facilities shall be maintained by the contractor in coordination with the NRC Project Officer.
9. All purchasing of supplies and services necessary for performance on site shall be done by the NRC Project Officer. In no instance shall the contractor act as an agent of the NRC in obligating funds, services, or supplies of any kind.

Individual Site Requirements, Operational Functions, and Duties

B. P-634 Scientific Timesharing

The contractor shall be responsible for the general facility management and operations of the P-634 site. All activities of this statement of work shall be performed under the technical direction of the NRC Project Officer or his/her designee.

Duties include:

1. Operate all computers, RJE stations, related support equipment, and communication devices. (See Table 1.)
2. Execute systems backup procedures on the Data General MV/8000 as scheduled by the NRC Project Officer.
3. Execute backup procedures for the Hewlett Packard HP3000 and other computers according to predefined schedules or as designated by the NRC Project Officer.
4. Provide user services by accessing various timesharing facilities at various times based on user workloads, requests, and pre-defined schedules.
5. Providing other user services which include:
 - breaking apart and placing listings and other computer generated outputs and related inputs in designated output storage bins.
 - mounting and dismounting tapes as users request, either verbally or via system messages.
 - accepting batch jobs for execution and scheduling of such.
 - assisting users when possible as to job procedures and facility regulations.
 - attempt to resolve user reports of operations related problems.
6. Direct flow of work to and from other contract services as needed.
7. Use keypunch equipment to duplicate, punch, verify, interpret, and sort punched cards.
8. Provide on a weekly basis a report of supplies on hand versus expended and assist in establishing and maintaining reorder points.
9. Cleans and degausses tapes as needed; maintains tape libraries and tape accounting system; issues tape reports as required.
10. Reports all systems hardware and software problems immediately to the Project Officer or his assignee.
11. Ordering supplies through the NRC Project Officer.
12. Performs general hardware preventive maintenance (PM) to include:
 - Tape head cleaning
 - CRT screen cleaning
 - Printer path, guides, and drums/bands/chains
 - Laser printer internals

13. Maintains facility in operable mode by removing all empty boxes and arranging supplies and other items so that the area is conducive to effective working conditions.
14. Ensuring that the facility is always in a ready state.*
15. Identifying problem areas and suggesting/implementing solutions.
16. Maintaining operator procedures guide for P-634.
17. Keep logs of the following:
 - Hardware problems
 - Batch jobs submitted by user and time
 - Wall clock times actually connected to each timesharing facility
18. Identifying output containing sensitive data and holding that output in the required bins for closer pickup.
19. Identifying, rectifying when possible, and/or reporting all telecommunications problems to the NRC Project Officer or his/her assignee, and maintenance personnel as directed by the Project Officer.

C. IFMIS/Payroll, MNBB-11606

The contractor shall be responsible for the general facility management and operation of the MNBB-11606 site. All activities performed under this statement of work shall be under the technical direction of the NRC Project Officer or the Technical Monitor designated by the Project Officer.

1. Payroll System Operation

- (a) Payroll Operations Manual. (Attachment 5, June 1985 edition, will be revised and updated as required. Revisions become a part of the scope of work of this contract.)
 - Specific duties and operational requirements and procedures for the automated payroll system are outlined in detail in the Payroll Operations Manual. This manual shall be followed daily for the two-week pay cycle plus special processing for quarterly requirements, pay year-end, leave year-end, fiscal year-end, W-2 processing, mass change processing and other processes as required.

* Ready state means that the facility shall be maintained such that it can readily be brought up to process data with only routine startup commands. This implies that minicomputers, RJE terminals, telecommunications and peripheral devices, etc., shall be kept in working order at all times.

(b) Payroll Schedule for Pay Period 14. (Attachment 4 is an example of a payroll schedule issued by the Division of Accounting and Finance to cover each two week payroll processing cycle. The Project Officer/Technical Monitor will provide a copy of this schedule to the Facility Coordinator by the first day of the payroll processing cycle.

- This schedule shows changes from normal processing requirements due to holidays, the timing of special processing, data entry schedule requiring the presence of the operator, etc.
- This schedule reflects non-standard hours anticipated for the pay cycle. However, additional coverage on short notice may be required due to unanticipated needs in order to maintain the overall schedule. The schedule reflects the usual extended coverage for required processing for the first Friday and Saturday and the second Monday and Tuesday of the two-week cycle.

(c) General duties in addition to or clarifications of the duties specified in the Payroll Operations Manual include:

1. Operates the minicomputers and various types of peripheral computer equipment such as high-speed printers (see Table 2). This responsibility may require extensive non-standard hours.
2. Monitors the operation of the minicomputers and peripheral equipment and support equipment (e.g., electrical, HVAC) to assure that equipment problems are quickly detected and corrected by the appropriate maintenance personnel.
3. Receives computer printouts and reviews the computer operating system generated messages to assure that the processing procedures have been satisfactorily completed. Determines, in cases where problems occur in the computer run, whether the problem is a result of improper data, incorrect processing sequence, or a computer malfunction in the hardware or software. Determines necessary recovery techniques to be used to restore files or tapes back to the correct status prior to rerunning procedures in order to prevent errors of duplication or excessive rerun costs.
4. Maintains facility in operable mode by removing all empty boxes and arranging supplies and other items so that the area is conducive to effective working conditions.
5. Ensures that the facility is always in a ready state.*

* Ready state means that the facility shall be maintained such that it can readily be brought up to process data with only routine startup commands. This implies that minicomputers, RJE terminals, telecommunications and peripheral devices, etc., shall be kept in working order at all times.

6. Identifies, rectifies when possible, and/or reports all telecommunications problems to the NRC Project Officer/Technical Monitor.
7. Directs flow of work to and from other contract services as needed. See Pay Period Schedule for generation of microfiche tapes which are sent out to a contractor. Operator arranges for pickup of tapes; verifies that all microfiche are received and quality standards are met upon receipt of microfiche; and distributes to Payroll Section Chief. The master copies of all microfiche shall be stored in a locked cabinet in MNBB-11602 by the Operator.
8. Checks supplies daily. Provides on a weekly basis a report of supplies on hand versus expended and assists in establishing and maintaining reorder points. Supplies are ordered through the Technical Monitor. See Section 2.18 of the Payroll Operations Manual for maintaining proper inventory of supplies.
9. Reports all systems hardware and software problems, air conditioner malfunctions, power supply printouts, and humidity control problems immediately to the Project Officer/Technical Monitor, and maintenance personnel as directed by the Project Officer/Technical Monitor.
10. Performs general hardware preventive maintenance in accordance with the Payroll Operations Manual. Remains in MNBB-11606 during prescheduled preventive maintenance by maintenance contractor and while any parties other than access-approved staff from RM/A and RM/D are performing any services in the computer room.
11. Controls access to MNBB-11606, admitting only those persons for whom access has been approved in accordance with the Payroll Operations Manual, Section 1.6.1.
12. Maintains production, operation and supply records for the computer center. This includes maintaining the log books in accordance with instructions in the Payroll Operations Manual. Maintains data backup tape log and grandfather file. Arranges for periodic rotation to offsite storage facilities maintained by the Division of Automated Information Services.

13. Backs up Payroll System in accordance with the Operations Manual and the pay period schedule. Unusual conditions requiring more frequent backup can occur, such as pending thunder storms, high volume of data entry, equipment problems, etc.
14. Provides other user services which include:
 - Breaks apart and delivers all payroll reports to the Payroll Section Chief and secures initials confirming receipt on the check list of reports in accordance with the Pay Period Schedule.
 - Mounts and dismounts tapes for generating prior pay period reports or other special processing requirements as specified by the Technical Monitor.
 - Attempts to resolve user reports of operations-related problems.
15. Maintains security procedures required by NRC policy and procedures for operating systems containing sensitive data and data subject to the Privacy Act. Section 1.6 and 2.16 of the Payroll Operations Manual address these areas in detail.
16. Follows emergency procedures in Section 2.15 of the Payroll Operations Manual.
17. Picks up keypunch (CAB) listings and reports from P-634 as required by the Technical Monitor on a daily basis. Delivers to the General Accounting Section Chief, RM/A. Delivers CAB code sheets to P-612 as required by the Technical Monitor on a daily basis.

2. IFMIS System Operations

- (a) IFMIS Computer Operator Guide. (Attachment 6, February 1986 edition, will be revised and updated as required. Revisions become a part of the scope of work of this contract.) Specific duties and operational requirements and procedures for the automated system are outlined in detail in this Guide.
- (b) General duties in addition to or clarifications of the duties specified in the IFMIS Computer Operator Guide include:
 1. Operates the minicomputers and various types of peripheral computer equipment such as high-speed printers (see Table 2). This responsibility may require extensive overtime.

2. Monitors the operation of the minicomputers and peripheral equipment to assure that equipment problems are quickly detected and corrected by the appropriate maintenance personnel.
3. Receives computer printouts and reviews the computer operating system generated messages to assure that the processing procedures have been satisfactorily completed. Determines, in cases where problems occur in the computer run, whether the problem is a result of improper data, incorrect processing sequence, or a computer malfunction in the hardware or software. Determines necessary recovery techniques to be used to restore files or tapes back to the correct status prior to rerunning procedures in order to prevent errors of duplication or excessive rerun costs.
4. Maintains facility in operable mode by removing all empty boxes and arranging supplies and other items so that the area is conducive to effective working conditions.
5. Ensures that the facility is always in a ready state.*
6. Identifies, rectifies when possible, and/or reports all telecommunications problems to the NRC Technical Monitor.
7. Directs flow of work to and from other contract services as needed.
8. Checks supplies daily. Provides on a weekly basis a report of supplies on hand versus expended and assists in establishing and maintaining reorder points. Supplies are ordered through the Project Officer/Technical Monitor. See Section 2.24 of the IFMIS Computer Operator Guide for maintaining proper inventory of supplies.
9. Reports all system hardware and software problems, air conditioner malfunctions, power supply printouts, and humidity control problems immediately to the Project Officer/Technical Monitor and maintenance personnel as directed by the Project Officer/Technical Monitor.
10. Performs general hardware preventive maintenance in accordance with the IFMIS Computer Operator Guide. Remains in MNBB-11606 during prescheduled preventive maintenance by maintenance contractor and while any parties other than access-approved staff from RM/A and RM/D are performing any services in the computer room.

* Ready state means that the facility shall be maintained such that it can readily be brought up to process data with only routine startup commands. This implies that minicomputers, RJE terminals, telecommunications and peripheral devices, etc., shall be kept in working order at all times.

11. Controls access to MNBB-11606, admitting only those persons for whom access has been approved in accordance with the IFMIS Computer Operator Guide, Section 1.6.1.
12. Maintains production, operation and supply records for the computer center. This includes maintaining the log books in accordance with instructions in the IFMIS Computer Operator Guide. Maintains data backup tape log and grandfather file. Arranges for periodic rotation to offsite storage facilities maintained by the Division of Automated Information Services.
13. Backs up IFMIS System as specified by the Project Officer/Technical Monitor in accordance with the IFMIS Computer Operator Guide. Unusual conditions requiring more frequent backup can occur, such as pending thunder storms, high volume of data entry, equipment problems, etc.
14. Provides other user services which include:
 - Breaks apart and delivers all reports to designated RM/A employees or to designated output storage areas.
 - Mounts and dismounts tapes for generating reports or other special processing requirements as specified by RM/A or RM/D.
 - Attempts to resolve user reports of operations-related problems.
15. Maintains security procedures required by NRC policy and procedures for operating systems containing sensitive data and data subject to the Privacy Act. Section 1.6 and 2.22 of the IFMIS Computer Operator Guide address these areas in detail.
16. Follows emergency procedures in Section 2.21 of the IFMIS Computer Operator Guide.
17. Picks up keypunch (CAB) listings and reports from P-634 as required by the Project Officer/Technical Monitor on a daily basis. Delivers to the General Accounting Section Chief, RM/A. Delivers CAB code sheets to P-612 as required by the Project Officer/Technical Monitor on a daily basis.

TABLE 1SUMMARY OF P-634 HARDWARE

1. Data General MV/8000 minicomputer
 - . AOS/VS operating system
 - . Three 192mb disks
 - . 1000 lpm line printer
 - . CRT console
2. Data General S/230 minicomputer
 - . RDOS operating system (soon to be upgraded to AOS)
 - . One 10mb mountable cartridge disk
 - . Two consoles (foreground and background)
 - . 600 lpm line printer
 - . Card Reader
3. Hewlett Packard HP3000/40 minicomputer
 - . MPE operating system
 - . 10mb winchester disk
 - . CRT console
 - . 2680A laser printout
 - . 7970E tape drive
4. Harris Cope RJE
 - . 1000 lpm printer
 - . Card punch
 - . Card reader
 - . Plotter
5. Tape cleaner
6. Tape degausser
7. Remote communications hardware (RLPS)

TABLE 2SUMMARY OF IFMIS/PAYROLL HARDWARE

1. Data General C330 minicomputer

- . Two 192mb disks
- . Tape drive
- . Line printer
- . CRT console

2. Data General C350 minicomputer

- . Two 192mb disks
- . Tape drive
- . Line printer
- . CRT console

3. Telecommunications equipment

- . Modems
- . Multiplexers
- . Dataphones

Section D - Packaging and Marking

The Contractor shall use standard commercial packaging for all items to be delivered. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

Section E - Inspection and Acceptance

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

The contractor shall provide a bi-weekly status report, by site, to the NRC Project Officer containing the following information:

- A. Problems incurred and remedial steps taken.
- B. Number of RJE jobs printer per facility:
 - 1. From National Institutes of Health (NIH)
 - 2. From Brookhaven National Laboratory (BNL)
 - 3. From Idaho National Engineering Laboratories (INEL)
- C. Funds and hours expended vs. funds and hours remaining, broken out by category.
- D. Other items as deemed necessary by the NRC Project Officer.

F.2 Place of Delivery

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

U.S. Nuclear Regulatory Commission
Attention: Michael King
Office of Resource Management
Division of Automated Information Services
Mail Stop: P-634
Washington, D.C. 20555

Project Officer (2 copies)
Division of Contracts (1 copy)

F.3 Duration of Contract Period

This contract shall become effective on the effective date as specified in Block 3 of the SF-26, and shall continue to completion thereof, which is twenty-four months after said contract is effective.

Option to Extend the Period of Performance

This contract may be extended for two additional twelve month periods at the option of the Government by the Contracting Officer. The Contracting Officer will give preliminary written Notice of an intent to exercise such option ninety (90) days prior to the last day of the period of performance (such preliminary Notice shall not be construed as an exercise of the option) and will not bind the Government to exercise the option. This Notice will include the Government's estimate regarding type of personnel and amounts of effort required for performance under the option period. Any revisions or additions to the Statement of Work will also be included in the Notice.

Upon receipt of the Notice of intent to exercise the option, the contractor shall submit to the Contracting Officer, within thirty (30) days, a cost estimate for the proposed extended period of performance. This cost estimate shall be prepared in the identical format as the original cost proposal.

If the Government exercises both options, the total duration of this contract, including the exercise of the options, shall not exceed forty-eight (48) months.

Section G - Contract Administration Data

G.1 Consideration

Estimated Cost, Fixed Fee and Obligation

1. It is estimated that the total cost to the Government for full performance of this contract will be \$237,032 of which the sum of \$218,463 represents the estimated reimbursable costs, and of which \$18,569 represents the fixed fee.
2. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost performance of that work.
3. The amount presently obligated by the Government with respect to this contract is \$170,000.

G.2 Overhead/General and Administrative Rates

- A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 41.5 percent of direct labor.

- B. Pending the establishment of final general and administrative rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs hereunder at the provisional rate of 38.8 percent of direct labor.
- C. Notwithstanding A. and B. of this Section, said provisional overhead and G&A rates may be adjusted as appropriate during the term of the contract upon the acceptance of such revised rates by the Contracting Officer.

G.3 Payment of Fixed Fee

Payment of fixed fee shall be in accordance with paragraph (b) of clause 52.216-8 entitled "Fixed Fee" and the NRC billing instructions in Part III, Section J.

G.4 Technical Direction

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section G.5 of this contract. The term "Technical Direction" is defined to include the following:
 - 1. Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 - 2. Providing assistance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
 - 3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
 - 1. Constitutes an assignment of additional work outside the general scope of the contract.
 - 2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."

3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 4. Changes any of the expressed terms, conditions or specifications of the contract.
- C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

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

If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in B(1) through (4) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

- D. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance, and may even result in the Contractor expending funds for unallowable costs under the contract.
- E. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto shall be subject to the provisions of the contract clause entitled "Disputes."

G.5 Project Officer

- A. The individual(s) listed in "B" below is (are) hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract, or issue any unilateral directive whatever.

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

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

- B. Name and Mail Code: Michael King, P-634
Office Address: Office of Resource Management
Division of Automated Information Services
Washington, D.C. 20555
Telephone Number: (301) 492-8304

G.6 Payment Due Date

- (a) Payments under this contract will be due 30 calendar days after the later of:

- (1) The date of actual receipt of a proper invoice (original and 4 copies) to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555

or

- (2) The date the final deliverable product/service is accepted by the Government.

- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.
- (c) If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph (b) of this clause will apply to the new delivery of the final product/service.
- (d) The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.7 Invoice Requirements

Invoices shall be submitted in an original and 4 copies to:

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance
Office of Resource Management
ATTN: GOV/COM Accounts Section
Washington, D.C. 20555

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

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

G.8 Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payment of the expiration invoice under this contract and requires the payment of interest to Contractors on overdue payments of the expiration invoice or improperly taken discounts.

- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
- (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.
- (c) For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

G.9

Travel Reimbursement

The contractor will be reimbursed for the following reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Per diem shall be reimbursed at a daily rate not to exceed \$50.00. The per diem amount is comprised of lodging expense plus \$23.00 for meals and miscellaneous expense, the total of which shall not exceed the daily rate.
2. Should the contractor be required to travel to one of the high-rate geographical areas as detailed in Federal Travel Regulations (FTR) actual subsistence costs shall be reimbursed at the daily rate specified in the FTR for that area.
3. The cost of travel by privately owned automobile shall be reimbursed at the rate of 20.5¢ per mile.
4. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis.
5. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
6. Receipts are required to be maintained in the contractor's internal records for common carrier transportation, lodging, and miscellaneous items in excess of \$25.00.

Section H - Special Contract Requirements

H.1 Key Personnel

(a) The following individuals are considered to be essential to the successful performance of the work hereunder.

Mark A. Fowler	Project Manager
Kenneth G. Watkins	P-634 Lead Operator
Willie C. Stevens	IFMIS•Lead Operator

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(b) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof in writing.

(d) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

H.2 Safety, Health, and Fire Protection

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with said regulations or requirements, the Contracting Officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

H.3 Dissemination of Contract Information (OMB Clearance Number 3150-0112)

The Contractor shall not publish, permit to be published, or disseminate to the public any information, oral or written, concerning the work performed under this contract without the prior written consent of the Contracting Officer. Two copies of any information proposed to be published or disseminated shall be submitted to the Contracting Officer. Failure to comply with this clause shall be grounds for termination of this contract.

H.4 Private Use of Contract Information and Data

Except as otherwise specifically authorized by Section H.4, publication of contract work of this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished the Contractor in the performance of this contract, shall be used only in connection with the work under this contract.

H.5 Drawings, Designs, and Specifications

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall,

subject to the right of the Contractor to retain a copy of said material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H.6 Security

In the performance of the work under this contract, the contractor shall, in accordance with Nuclear Regulatory Commission (NRC) security regulations and requirements, be responsible for safeguarding Sensitive Information (see below) and protecting against unauthorized disclosure, loss, and theft, the Sensitive Information in the contractor's possession in connection with the performance of work under this contract. The contractor agrees to comply with all security regulations and requirements of the NRC to include those mentioned in the attached NRC Form 187. Except as otherwise expressly provided for in this contract, the contractor shall, upon completion or termination of this contract, transmit to the NRC any Sensitive Information in the possession of the contractor or any person under the contractor's control in connection with performance of this contract.

Sensitive Information. Includes proprietary information, safeguards information, Naval Nuclear Propulsion Information, and other information withheld from public dissemination under the Freedom of Information Act, Privacy Act or Atomic Energy Act and information not exported to foreign countries or prohibited to be disclosed to foreign countries. It also includes sensitive unpublished and otherwise unavailable fuel cycle information relating to the technology of enrichment or reprocessing.

H.7 Government Furnished Property

During the period of performance of this contract, the Government shall provide to the contractor NRC on-site work space, a desk and chair and necessary supplies. Refer to Section I, FAR Clause 52.245-5.

H.8 Proprietary Data and Confidential Information

In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public.

Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

H.9

Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

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

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

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

(d) Disclosure after award.

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

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

(e) Access to and use of information.

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

- (i) Use such information for any private purpose until the information has been released to the public;
- (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;
- (iii) submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or
- (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

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

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

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

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

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

H.10

Determination of Minimum Wages and Fringe Benefits

Each service employee employed in the performance of this contract by the contractor or any sub-contractor shall be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits under Wage Determination Number 80-1294 (Rev. 23) dated January 8, 1986 and attached hereto as Attachment number 3.

H.11

Method of Payment

(a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.

(b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.

1. Name and address of organization
2. Contact person and telephone number
3. Name and address of financial institution
4. Contractor's Financial institution's 9-digit ABA identifying number for routing transfer of funds
5. Telegraphic abbreviation of Contractor's financial institution

6. Account number at Contractor's financial institution if it receives electronic funds transfer messages through the Federal Reserve Communications System
 7. Name and address of the correspondent financial institution if the Contractor's financial institution does not receive electronic funds transfer messages through the Federal Reserve Communications System
 8. Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds
 9. Telegraphic abbreviation of correspondent financial institution
 10. Signature and title of person supplying this information
- (c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES. (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 90 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 forty-eight (48) months.

(End of clause)
(R 7-104.27(c))
R 1-1.1508-2(d))

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS. (APR 1984)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U. S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(End of clause)
(AV FPR 1-1.713-3(d)(1))

52.219-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS. (APR 1984)

(a) The Small Business Administration (SBA) has entered into Contract No. *NRC-33* with the U.S. Nuclear Regulatory Commission to furnish the supplies or *86-27* services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The * hereafter referred to as the subcontractor, agrees and acknowledges as follows:

** Kenro & Associates, Inc.*

7700-33-86-279

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. / for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(End of clause)
(AV 1-1.713-3(e)(1))

52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0. In addition to this dollar ceiling, overtime is permitted only for work--

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

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

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

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

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

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

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

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

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

(End of clause)
(R 7-203.27 1967 JUN)

FPR TEMP. REG 76 SERVICE CONTRACT ACT

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR Part 4).

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

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section. (The information collection requirements contained in the following paragraph of this section have been approved by the Office of Management and Budget under OMB control number 1215-0150.)

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

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

(iv)(A) The process of establishing wage and fringe benefit rates 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 this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the 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 paragraph (b)(2)(ii) of this section need not be followed.

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

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

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

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standard Act of 1938. Nothing in this provision shall relieve the

contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of §4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after hearing as provided in §4.10 of 29 CFR Part 4 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 §4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150).

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the

contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor. (Sections 4.6(g)(1)(i) through (iv) approved by the Office of Management and Budget under OMB control number 1215-0017 and sections 4.6(g)(1)(v) and (vi) approved under OMB control number 1215-0159).

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

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

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which have been furnished to the contractor pursuant to §4.61(1)(2).

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

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

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

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

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term "contractor" as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government prime contractor."

(k)(1) As used in these clauses, the term "service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contract pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee Class	Monetary wage-fringe benefits
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(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (4.173 of Regulations, 29 CFR Part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

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

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

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

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

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

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

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

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not

be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531: Provided, however; that the amount of such credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. To utilize this proviso:

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

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

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; (approved by the Office of Management and Budget under OMB control number 1215-0017);

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

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 4, 6, and 8. Disputes within the meaning of the clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, the employees or their representatives.

(FPR Temporary Regulation 76)

52.233-3 PROTEST AFTER AWARD (JUN 1985)--Alternate I (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the

delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (APR 1984)

This contract incorporates the following 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Section E

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT. (APR 1984)

Section F

52.212-13 STOP-WORK ORDER.-- Alternate 1 (APR 1984)

Section I

52.202-1 DEFINITIONS. (APR 1984)

52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1984)

52.215-2 AUDIT--NEGOTIATION. (APR 1984)

52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (APR 1984)

52.215-24 SUBCONTRACTOR COST OR PRICING DATA. (APR 1985)

52.215-33 ORDER OF PRECEDENCE. (Jan 1986)

52.216-7 ALLOWABLE COST AND PAYMENT. (APR 1984)

52.216-8 FIXED FEE. (APR 1984)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS. (JUN 1985)

- 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (APR 1984)
- 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (APR 1984)
- 52.222-3 CONVICT LABOR. (APR 1984)
- 52.222-26 EQUAL OPPORTUNITY. (APR 1984)
- 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM
ERA VETERANS (APR 1984)
- 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- 52.223-2 CLEAN AIR AND WATER. (APR 1984)
- 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
- 52.224-2 PRIVACY ACT. (APR 1984)
- 52.227-1 AUTHORIZATION AND CONSENT. (APR 1984)
- 52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT
INFRINGEMENT. (APR 1984)
- 52.227-3 PATENT INDEMNITY. (APR 1984)
- 52.228-7 INSURANCE LIABILITY TO THIRD PERSONS. (APR 1984)
- 52.232-17 INTEREST. (APR 1984)
- 52.232-20 LIMITATION OF COST. (APR 1984)
- 52.232-22 LIMITATION OF FUNDS. (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)
- 52.233-1 DISPUTES. (APR 1984)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION. (APR 1984)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
- 52.243-2 CHANGES--COST-REIMBURSEMENT. (APR 1984)--Alternate I.
(APR 1984)
- 52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
(JUL 1985)
- 52.244-5 COMPETITION IN SUBCONTRACTING. (APR 1984)
- 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL,
OR LABOR-HOUR CONTRACTS). (JAN 1986)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT). (APR 1984)
- 52.249-14 EXCUSABLE DELAYS. (APR 1984)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Billing Instructions For Cost Plus Fixed Fee Contract
3	DOL Wage Determination
4	Example of Payroll Schedule
5	Payroll Operations Manual
6	IFMIS Computer Operator Guide
7	Security/Classification Requirements

CERTIFICATE OF CURRENT COST OR
PRICING DATA

This is to certify that, in the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of* are accurate, complete, and current as of**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm

Name

Title

Date of execution***

*Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

**Insert the day, month, and year when the price negotiations were concluded and price agreement was reached.

***Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.