

**AWARD/CONTRACT** 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) **RATING** **PAGE OF PAGES**

2. CONTRACT (Proc. Inst. Ident.) NO. **NRC-33-86-289** 3. EFFECTIVE DATE **8/4/86** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **ORM-85-336**

5. ISSUED BY **U.S. Nuclear Regulatory Commission** CODE **U.S. Nuclear Regulatory Commission**  
 Division of Contracts  
 Washington, D.C. 20555 6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)  
**Network Solutions, Inc.**  
**8229 Boone Boulevard, 7th Floor**  
**Vienna, Virginia 22180** 8. DELIVERY  
 FOB ORIGIN  OTHER (See below)  
 9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWING: **ITEM 12**

11. SHIP TO/MARK FOR CODE FACILITY CODE 12. PAYMENT WILL BE MADE BY  
**U.S. Nuclear Regulatory Commission, ORM, Division of Accounting & Finance, GOV/COM**  
**Washington, D.C. 20555**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION  
 10 U.S.C. 2304(c)  41 U.S.C. 253(c) 14. ACCOUNTING AND APPROPRIATION DATA  
**B&R No. 80-20-25-05 Approp. 31X0200.806**  
**FIN No. D1399 Amount: \$304,426.29**

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	ADP Information Technology Support Center				
The Government hereby accepts your offer under RFP RS-ORM-85-336 in accordance with your technical proposal dated December 6, 1985 and revision dated May 5, 1986 incorporated herein by reference.					
8608180073 860730 PDR CONTR NRC-33-86-289 PDR					
15G. TOTAL AMOUNT OF CONTRACT					\$ 619,463.21

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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 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.  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.

19A. NAME AND TITLE OF SIGNER (Type or print)  
**Emmit J. McHenry**  
**Chief Executive Officer** 20A. NAME OF CONTRACTING OFFICER  
**Timothy E. Hagan, Contracting Officer**  
 19B. NAME OF CONTRACTOR BY **Emmit J. McHenry** 19C. DATE SIGNED **7/25/86** 20B. UNITED STATES OF AMERICA BY **Timothy E. Hagan** 20C. DATE SIGNED **7/30/86**  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

1. Section C, paragraph C.1.1, Requirements, Subparagraph b., Provider Informational Materials for End-Users:

Delete Part (2), "Written Materials on Computer Hardware and Software for the NRC ADP Users Guide" and the entire second paragraph. Maintenance of the ADP Users Guide is part of the task order portion of the contract rather than the on-going effort.

2. Section F, paragraph F.3, Place of Delivery:

The items furnished under this contract shall be delivered to:

U.S. Nuclear Regulatory Commission  
Attention: Karen VanDuser  
Office of Resource Management  
Division of Automated Information Services  
Mail Stop: P808  
Washington, D.C. 20555

3. Section F, paragraph F.4, Duration of Contract Period:

The period of performance hereunder shall commence on August 4, 1986 and end twenty-four (24) months thereafter.

4. Section G, paragraph G.1, Consideration:

A. Estimated Cost and Obligation

1. It is estimated that the total cost to the Government for the performance of this contract will be \$619,463.21 of which the sum of \$573,577.04 represents the estimated reimbursable costs, and of which \$45,886.17 represents the fixed fee.
2. Total funds currently available for payment and allotted to this contract are \$304,426.29.

5. Section G, paragraph 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 57.9 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 6 percent of Total Direct Cost and Overhead.
- C. Notwithstanding A and B of this Section, said provisional overhead and G&A rates may be adjusted during the term of the contract upon the acceptance of such revised rates by the Contracting Officer. However, any upward adjustment shall not exceed 2 percentage points. Ceiling rates are set at 59.9% for overhead and 8% for G&A.
6. Section G, paragraph G.5, Project Officer:
- The name and mail code, office address and telephone number of the Project Officer designated for this requirement is as follows:
- Karen VanDuser  
Mail Stop P-808  
U.S. Nuclear Regulatory Commission  
Division of Automated Information Systems  
Washington, D.C. 20555  
Area Code (301) 492-4160
7. Section H, paragraph H.1, Key Personnel:
- The following individuals are considered essential to the successful performance of the work hereunder:
- Pamela Stephens  
Cynthia Spillman  
David Markham
8. Both the ongoing support and task order portions of this contract are cost plus fixed fee. All references to "fixed price" and all fixed price clauses are hereby deleted.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. <u>One (1)</u>	2. EFFECTIVE DATE <u>11-20-85</u>	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) <u>ORM-85-336</u>
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		6. ADMINISTERED BY (If other than block 5) Same as block 5	

7. CONTRACTOR NAME AND ADDRESS  All Offerors  (Street, city, county, state, and ZIP Code)	CODE	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. <u>RS-ORM-85-336</u> DATED <u>11-1-85</u> (See block 9) MODIFICATION OF CONTRACT/ORDER NO. DATED (See block 11)
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9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning 2 copies of this amendment with proposal; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a)  This Change Order is issued pursuant to \_\_\_\_\_  
The Changes set forth in block 12 are made to the above numbered contract/order.

(b)  The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c)  This Supplemental Agreement is entered into pursuant to authority of \_\_\_\_\_  
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The above solicitation is amended as follows:

- Page 4, Add the following after the third sentence in the paragraph under Technical Assistance: "Any new software requiring technical support will be added pursuant to the changes clause of the contract."
- Page 5, Add the following to the end of the first paragraph: "The contractor shall provide an immediate response to all questions except those which are unusually complex. The response time for the complex questions will be mutually agreed upon by the contractor and the NRC Project Officer. It is estimated that an average of 10-15 questions will be received daily."
- Page 6, line 3, change "ADP Services Guide" to read "ADP Users Guide." Also, delete the second sentence and replace with, "This document is available for viewing at the NRC by contacting the person shown in block 10 of page 1 of this solicitation."
- Attachment 8, paragraph b. Add "(including the backup person)" after the word staff in line 1 and line 3.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE <u>with proposal</u>			
14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		
15. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print)	19. DATE SIGNED

Amendment No. 1  
ORM-85-336  
Page 2 of 2

5. The closing date for this solicitation is extended to 10:00 AM, December 6, 1985.

**SOLICITATION, OFFER AND AWARD**

1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

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PAGES

2 CONTRACT NO

3 SOLICITATION NO  
RS-ORM-85-336

4 TYPE OF SOLICITATION

- SEALED BID (IFR)  
 NEGOTIATED (RFP)

5 DATE ISSUED

11/1/85

6 REQUISITION/PURCHASE NO

ORM-85-336

7 ISSUED BY

CODE

U.S. Nuclear Regulatory Commission  
Division of Contracts  
Washington, DC 20555

8 ADDRESS OFFER TO (If other than Item 7)

Handcarried offers, which includes "Express Mail" or delivery by any commercial delivery service, must be delivered to the address in Block 9.

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

**SOLICITATION**

9 Sealed offers in original and one (1) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or handcarried in the depository located at Room 2223, 4550 Montgomery Avenue until 10:00AM 12/3/85  
2nd Floor, Bethesda, MD 20814 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals See Section L, Provision No. 52 214.7 or 52 215.10. All offers are subject to all terms and conditions contained in this solicitation.

10 FOR INFORMATION CALL

A NAME

Barbara Meehan

B TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(301) 492-4733

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52 214.16, Minimum Bid Acceptance Period

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

12 DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52 232.6)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
9%	9%	9%	9%

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

AMENDMENT NO	DATE	AMENDMENT NO	DATE
Letter	4/24/86		
One	11/20/85		

15A NAME AND ADDRESS OF OFFEROR

CODE

FACILITY

Network Solutions, Inc.  
8229 Boone Blvd., 7th Floor  
Vienna, VA 22180

15B NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Tyrone W. Grigsby  
President

15B TELEPHONE NO. (Include area code)

(703) 442-0400

15C CHECK IF RESIDENCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE

17 SIGNATURE

*Tyrone W. Grigsby*

18 OFFER DATE

5/5/86

**AWARD (To be completed by Government)**

19 ACCEPTED AS TO ITEMS NUMBERED

20 AMOUNT

21 ACCOUNTING AND APPROPRIATION

22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 L SC 2304(c)

41 USC 253.11

23 SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 14 COPIES UNLESS OTHERWISE SPECIFIED

24 ADMINISTERED BY (If other than Item 7)

CODE

25 PAYMENT WILL BE MADE BY

CODE

26 NAME OF CONTRACTING OFFICER (Type or print)

27 UNITED STATES OF AMERICA

28 AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice

Section B - Supplies or Services and Prices/Costs

B.1 Brief Description of Work

The Contractor shall furnish the necessary personnel, materials, equipment and facilities to provide end-user computing support services to users of NRC microcomputers and NRC users of the National Institutes of Health Computer Facility (NIH/DCRT).

B.2 (Offeror should provide Cost and Fee information for the task order portion of the work.)

- A. Total Estimated Cost.....\$ \_\_\_\_\_
- Fixed Fee.....\$ \_\_\_\_\_
- Total Estimated Cost Plus Fixed Fee.....\$ \_\_\_\_\_

B.3 (Offeror should provide a fixed price for the on-going task.)

- A. Total Price.....\$ \_\_\_\_\_

B.4 Remittance Address

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 Statement

C.1 Statement of Work

C.1.1 Background

- a. General The United States Nuclear Regulatory Commission (NRC) is responsible for the protection of the public health and safety in the civilian use of nuclear power and nuclear materials.

NRC's headquarters facilities are located in several different buildings in the Washington, D.C. metropolitan area. The locations of these buildings, as well as NRC's regional offices, are shown in Table 1.

In the performance of its duties, the NRC utilizes a wide variety of automatic data processing, encompassing numerous applications, including scientific, administrative, and management information systems. The Office of Resource Management, Division of Automated Information Services (RM/D) is responsible for ADP within the NRC.

Within RM/D, the Systems Support Branch is responsible for providing support services to the Agency's ADP users. Under the Systems Support Branch, the Information Technology Services (ITS) Section provides ADP technical assistance, trouble shooting services, develops user's guides, and implements computer programs acquired from contractors or other agencies.

b. ADP Facilities/Equipment

At the NRC, computer applications are processed via time-shared computers located at the Department of Energy (DOE) National Laboratories and at the National Institutes of Health, Division of Computer Research and Technology, as well as on several NRC-owned Data General minicomputers. NRC's ADP equipment to support timesharing includes 10 remote job entry stations, over 250 data terminals, and associated telecommunications equipment needed for data transfer and communications with remote computer facilities. In addition to these facilities, the NRC ADP environment includes several hundred microcomputers. Other ADP or ADP-related systems used by the NRC include a network of IBM 5520 word processing systems, IBM Displaywriters, a document control system based on Data General minicomputers, and the NRC Operations Center systems (for emergency response) running on two Data General MV/6000 minicomputers.

c. Information Technology Services Support Center and Training Laboratory

With the advent of microcomputers and the newer, more "user-friendly" mainframe and micro-based software products, NRC end-user computing has been expanding rapidly, creating a growing need for ADP support. RM/D has responded to this need through the creation of the ITS Support Center and Training Laboratory run by the Information Technology Services Section. With the creation of the ITS, the Systems Support Branch has expanded its support to a broad spectrum of end-users, including management/executive, technical/professional, and administrative/clerical employees using a wide range of software and ADP equipment. This equipment includes microcomputers and word processors as well as mainframes and minicomputers.

A further description of the ITS Support Center and Training Laboratory, as presently implemented, is provided in Attachment 5 (ITS Brochure).

C.1.2. Requirements

a. General

The purpose of this contract is to acquire end-user computing support services. The contractor shall provide support to users of NRC microcomputers and NRC users of the National Institutes of Health Computer Facility (NIH/DCRT). The contract will consist of two parts: (1) an on-going task to provide technical assistance, informational materials, and other support services to users of IBM PCs, and the IBM mainframes at NIH/DCRT and (2) separate task orders to develop software for use in the ITS Support Center or undertake development of procedures related to the support of end-users by the ITS.

b. On-Going Support Task

This task consists of three types of on-going activities associated with end-user computing support: (1) provide technical assistance, (2) provide informational materials, and (3) evaluate resource materials for use in the ITS Support Center.

Technical Assistance:

Contractor staff located in the ITS Support Center shall provide technical assistance on the hardware and software in Tables 2 and 3. Specifically, the contractor shall assist computer users at all levels including managers as well as technical and non-technical staff in the use of the IBM PC and PC/XT, including the NRC standard PC software listed in Table 2, IBM mainframes and associated software listed in Table 3, relational database software and fourth generation languages such as FOCUS and RAMIS. As NRC computer systems and their associated software change and evolve, the supported software in Tables 2 and 3 will also change. Thus the contractor will be required to provide support for end users of other mainframe and minicomputer systems and software. Specifically, the NRC will be implementing a corporate data network using Cullinet Corporation's IDMS/R database software beginning in late FY 86. Support for end-user computing to access the corporate data base will be required under this contract beginning in late FY 1986 or early FY 1987. These services shall be provided Monday through Friday (except Federal holidays) from 8:15 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. The contractor must guarantee coverage (at

least one knowledgeable staff member available during the above hours) to answer questions on all software with rank "1" in Tables 2 and 3. This means that there must be a backup staff member to replace critical personnel when on sick leave, vacations, etc. Continuity of staff is required so that end users can continue to obtain assistance (which may span several days) with the same individual. Technical assistance may range from trouble-shooting user problems with individual software packages to providing guidance on the selection of the most appropriate software for a given application. A logging system for calls covering addressed software and resolution as well as name of caller shall be maintained by each consultant. Contractor staff must also be capable of recognizing when applications are inappropriate for development by end users with the available NRC standard software.

The number of microcomputer users in the agency that the contractor is required to support is currently about 400-500 and is growing. The number of NIH mainframe users who may require support is approximately 200. The number of mainframe users is expected to increase when the corporate data bases become available for end-user access.

#### Provide Informational Materials for End-Users:

Also as part of their on-going activities, the contractor staff will be required to assist users by providing informational materials relating to NRC computers and software as requested by the NRC project manager. These materials may include, but are not limited to: (1) written procedures for the use of software, computer-based tutorials, video-based tutorials, microcomputers, terminals, peripherals, or other equipment, to be used by NRC staff in the ITS Support Center or other NRC locations; (2) written materials on computer hardware and software for the NRC ADP User's Guide; (3) articles for the ITS Newsletter; and (4) hardware/software demonstration materials. The contractor may also be required to make formal presentations or demonstrations to users, and to operate and maintain software providing information to users (e.g., software locator or electronic bulletin board system).

Under item 2 in the previous paragraph, the contractor shall be responsible for maintaining and updating the content of the microcomputer chapter of the NRC ADP Services Guide. This document is available for viewing in the NRC Public Document Room. There is a section in this chapter for each supported software package in Table 2.

#### Evaluation of Resource Materials for Use in the ITS Support Center

As requested by the NRC project manager, the contractor shall provide evaluation criteria and evaluate resource materials for use in the ITS Support Center. The types of materials may include, but are not limited to: books, periodicals, special supplies for Support Center Equipment, computer and video-based tutorials, software, and hardware such as microcomputer peripherals.

#### c. Development of Software, Other Projects Relating to End- User Computing

The contractor shall, on a task order basis, develop computer systems for use in the ITS Support Center such as a software locator or an electronic bulletin board for NRC end-users, or undertake other projects relating to the support of end users by the ITS.

#### C.2. Place of Performance

Contractor staff working on the "on-going support" task (see item b) will be required to be physically located in the ITS Support Center, at Room 808, 7920 Norfolk Avenue in Bethesda, Maryland. The project manager and staff working on other tasks must be able to ensure a prompt response to all requirements, including the capability to attend meetings in the Bethesda area within 4 hours of notification.

TABLE 1

NRC BUILDING LOCATIONS

WASHINGTON D.C. AREA

Air Rights III Building	4550 Montgomery Avenue Bethesda, Maryland
East West/South Towers Building	4340 East West Highway Bethesda, Maryland
East West/West Towers Building	4350 East West Highway Bethesda, Maryland
H Street Building	1717 H Street, N.W. Washington, D.C.
Maryland National Bank Building	7735 Old Georgetown Road Bethesda, Maryland
Nicholson Lane Building	5650 Nicholson Lane Rockville, Maryland
Phillips Building	7920 Norfolk Avenue Bethesda, Maryland
Warehouse	4934 Boiling Brook Parkway Rockville, Maryland
Willste Building	7915 Eastern Avenue Silver Spring, Maryland
Woodmont Building	8120 Woodmont Avenue Bethesda, Maryland

TABLE 1

OTHER NRC OFFICES (NON-DC AREA)

REGION I	631 Park Avenue King of Prussia, PA
REGION II	101 Marietta Street Suite 3100 Atlanta, Georgia
REGION III	799 Roosevelt Road Glen Ellyn, Illinois
REGION IV	1450 Maria Lane Suite 210 Walnut Creek, California
NRC Reactor Training Center	Osborne Office Center Suite 200 Chattanooga, Tennessee
Uranium Recovery Field Office	730 Simms Street Suite 100A Golden, Colorado

Table 2

Supported Software for IBM PC, PC/XT, and Compatibles

<u>Software</u>	<u>Rank*</u>	<u>Description</u>
IBM PC DOS and Basic	1	Operating System, language
COMPAQ MS-DOS and BASIC	1	Operating System, language
IBM BASIC Compiler	1	Programming Language
IBM FORTRAN Compiler	2	Programming Language
IBM DisplayWrite 2 & 3	2	Word Processor
IBM DisplayComm	3	Bisynchronous Communications
IBM 5520 Attachment Prog	3	5520 Terminal Emulation
Microstuf CROSSTALK	1	Communications
Persoft SMARTERM	3	DG Terminal Emulation
LOTUS 1-2-3	1	Spreadsheet
Ashton-Tate dBASE III	1	Data Base Management
Westminster Software		
PERTMASTER	2	Project Management
Decision Resources		
CHART-MASTER	2	Graphics
Decision Resources		
SIGN-MASTER	2	Graphics
Borland International		
SIDEKICK	2	Multi-purpose Utility

\* 1 = most critical, 3 = least critical

Table 3

## Supported Mainframe Software

## National Institutes of Health Computers (IBM 3081):

<u>Software</u>	<u>Rank*</u>	<u>Description</u>
OS/MVS	1	Operating System for IBM 3081
TSO	1	Command Language
Wylbur	1	Text Editor/Command Language
VS FORTRAN	3	Programming Language
DISSPLA	3	Graphics
TELL-A-GRAF	2	Graphics
MARK IV	2	File Management/Report Generator
RAMIS	1	DBMS
SYSTEM 2000	2	DBMS
UCFTP	1	Micro-Mainframe Communications
IMSL	3	Math/Stat Subroutines

## NRC Corporate Data Network (IBM or comparable mainframe)\*\*

IDMS/R	1	DBMS
--------	---	------

\* 1 = most critical, 3 = least critical

\*\* The NRC corporate data bases will be installed on an IBM or comparable mainframe computer under a timesharing system which has not yet been selected. Cullinet software including IDMS/R and associated micro/mainframe software will be supported for end-user access to the data beginning in late FY86 or early FY87.

NOTE: In the following sections, there are some clauses which are applicable to only the fixed price or cost portions of the contract. They will be marked FP or C as applicable. All other clauses apply to both parts of the contract.

Section D - Packaging and Marking

D.1 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

E.1 Place of Inspection and Acceptance

Inspection and acceptance of the services rendered hereunder shall be made at the destination.

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE. (APR 1984) (FP).

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)  
(R 7-1902.4 1971 NOV)

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

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)  
(R 7-1909.5 1971 Nov.)

## Section F - Deliveries and Performance

### F.1 Reports, Documentation and Other Deliverable End Items

#### A. Task Deliverables (C)

All deliverables shall be identified in each Task Order issued under this contract.

#### B. Status Reports (C)

The contractor shall submit a task status report covering each active task under the contract to the Project Officer and Contracting Officer on a bi-weekly basis. This report shall include a discussion of work accomplished, work planned, problems encountered or expected and the proposed resolution of any problems. This report shall also summarize costs expended and available funds for each task order. Formal task status meetings may also be required from time to time at the discretion of the NRC Project Officer or at the request of the contractor's Project Manager for discussion of topics outlined in the written status reports.

### F.2 Written Documents

The contractor shall deliver to RM all manuscripts, or other written materials required under this contract. Such documents shall conform with the following:

- (a) All applicable FIPS and/or NRC documentation standards.
- (b) Normally accepted criteria for grammar, organization, unity, coherence and clarity.

Upon receipt by the contractor of written approval of the materials submitted, the contractor shall prepare and submit one (1) manuscript copy and three duplicated copies. In the event of nonconformity with the criteria outlined above, the NRC will return the materials for correction, rewrite or other such actions as may be deemed appropriate.

F.3 Place of Delivery

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

\*To be incorporated into any resultant contract.

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

F.4 Duration of Contract Period

The period of performance hereunder shall commence on the effective date of this contract and end twenty-four (24) months thereafter.

All Task Orders issued during this period shall be completed within the time originally negotiated. Any Task Orders issued during the period of performance and not completed by the expiration of that period shall be completed within the time specified by the individual Task Order.

F.5 Time of Delivery (C)

Formal delivery schedules shall be established under each Task Order issued under this contract. The bi-weekly task Status Report shall be delivered to by the Project Officer and Contracting Officer on the 15th and final day of each month. If those dates happen to fall on a weekend or Federal holiday, the reports shall be delivered on the following business day.

Section G - Contract Administration DataG.1 Consideration (C)A. Estimated Cost and Obligation

1. It is estimated that the total cost to the Government for the task order portion performance of this contract will be \$ \_\_\_\_\_ of which the sum of \$ \_\_\_\_\_ represents the estimated reimbursable costs, and of which \$ \_\_\_\_\_ represents the fixed fee.
2. Total funds currently available for payment and allotted to this contract are \$ \_\_\_\_\_ of which \$ \_\_\_\_\_ represents the estimated reimbursable costs, and of which \$ \_\_\_\_\_ represents the fixed fee.

G.2 Overhead/General and Administrative Rates (C)

- 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 \* percent of \*
- 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 \* percent of \*
- 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.

\*To be incorporated into any resultant contract.

G.3 Payment of Fixed Fee (C)

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

G.4 Technical Direction (C)

- 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: \*
- Office Address: \*
- Telephone Number: \*

\* To be incorporated into any resultant contract

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.

Contractor shall submit separate invoices for the fixed price and cost reimbursement portions of this contract.

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 (C)

- (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 Interest on Overdue Payments (FP)

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment of interest to contractors on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, 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.

G.10 Placement of Task Orders (C)

- (a) This is a "Task Order" contract under which all orders will be issued at the sole option of the NRC in writing from the Contracting Officer.

- (b) To issue task orders under this contract, a Technical and Cost Proposal shall be obtained from the Contractor which provides, when applicable, the following:

Technical Proposal

- (1) A discussion of the scope of work requirements to substantiate the contractor's understanding of the requirements of the Task Order and his proposed method of approach to meet the objective of the order.
- (2) Resumes for professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background, specific pertinent work experience and a list of any pertinent publications authored by the individual.
- (3) Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the task order.
- (4) Identification of "Key Personnel" and the percentage of their time that will be committed to completion of work on the task order.
- (5) Description of any significant former or current contractual and organizational relationships of the offeror, its employees, consultants or expected subcontractor(s), with industries regulated by the NRC (e.g., utilities, etc.) and suppliers thereof (e.g., architect engineers, reactor manufacturers, or applicants/licensees, etc.) that might give rise to an apparent or actual conflict of interest (as described in Section J, Attachment 2 to this Request for Proposals) in the event of an award.

A negative statement, if applicable, is required to be submitted.

Cost Proposal

- (1) Direct labor by categories, quantity of hours and applicable hourly rates and extensions thereof.
- (2) Indirect cost rates, general and administrative, fringe, overhead, and extensions thereof.
- (3) Itemized material costs, when applicable.
- (4) Itemized travel costs, when applicable.
- (5) Contractor's Fixed Fee (to be negotiated for each task order issued).
- (6) Total estimated cost.

(c) Following negotiation of the contractor's task order proposal, the Contracting Officer will issue a formal, definitized task order to include the following:

- (1) Statement of Work and Deliverables
- (2) Period of Performance
- (3) Name of Project Officer and Technical Monitor
- (4) Reporting Requirements
- (5) Total Estimated Cost Plus Fixed Fee and Obligations
- (6) Applicable Security Requirements and/or Privacy Act Considerations
- (7) Special Terms and Conditions
- (8) Key Personnel

G.11 Travel Reimbursement (C)

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. When travel is to one of the high-rate geographical areas as detailed in the current Federal Travel Regulations, actual subsistence costs shall be reimbursed in accordance with the current Federal Travel Regulations, actual subsistence costs shall be reimbursed in accordance with the current Federal Travel Regulations.

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 for common carrier transportation, lodging and miscellaneous items in excess of \$25.00.
7. The rates provided shall remain in effect until such time as a unilateral contract modification is issued by the Contracting Officer, reflecting changes (increases or decreases) in the Federal Travel Regulations (FTR).

## 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.

\*

\* To be incorporated into any resultant contract

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 Consultant or Other Comparable Employment Services of Contractor Employees (OMB Clearance Number 3150-0112)

The Contractor shall require all employees who are employed full-time (an individual who performs work under the cost-type contract on a full-time annual basis) or part-time (50 percent or more of regular annual compensation received under terms of a contract with the Commission) on the contract work to disclose to the Contractor all consultant or other comparable employment services which the employees proposed to undertake for others. The Contractor shall transmit to the Contracting Officer all information obtained from such disclosures. The Contractor will require any employee who will be employed full-time on the contract to agree, as a condition of his participation in such work, that he will not perform consultant or other comparable employment services for another Commission cost-type Contractor under its contract with the Commission except with the prior approval of the Contractor.

H.3 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.4 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.5 Private Use of Contract Information and Data

Except as otherwise specifically authorized by Section H., 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.6 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.7 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.8 Security (OMB Clearance Number 3150-0112)

(a) It is the Contractor's duty to safeguard Restricted Data, Formerly Restricted Data, and other classified information. The Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other classified information and protecting against sabotage, espionage, loss and theft, the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract.

If retention by the Contractor of any classified matter is required after the completion or termination of the contract and such retention is approved by the Contracting Officer, the Contractor will complete a certificate of possession to be furnished to the Commission specifying the classified

matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the Contracting Officer, the security provisions of the contract will continue to be applicable to the matter retained.

(b) Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

(c) Definition of Restricted Data. The term "Restricted Data," as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

(d) Definition of Formerly Restricted Data. The term "Formerly Restricted Data," as used in this clause, means all data removed from the Restricted Data category under section 142-d. of the Atomic Energy Act of 1954, as amended.

(e) Security Clearance Personnel. The Contractor shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required.

(f) Criminal Liabilities. It is understood that disclosure of Restricted Data, Formerly Restricted Data, or other classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 11652.)

(g) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(h) In performing the contract work, the Contractor shall assign classifications to all documents, material, and equipment originated or generated by the Contractor in accordance with classification guidance by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment shall provide that the subcontractor or supplier shall assign classifications to all such documents, material, and equipment in accordance with classification guidance furnished by the Contractor.

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 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. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
5. Telegraphic abbreviation of financial institution
6. Account number at your financial institution if your financial institution receives electronic funds transfer messages through the Federal Reserve Communications System
7. Name and address of the correspondent financial institution if your 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.

#### H.11 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. 20) date 9/6/85 attached hereto as Attachment number 7.

#### H.12 Security Classification

The contractor and the contractor's personnel will be governed by the provisions of the Security/Classification Requirements, NRC Form 187, attached hereto and forming a part of this contract (Attachment No. 6).

Notwithstanding the provisions of Section H.8, entitled "Security," to the contrary, and in addition thereto, the parties hereto agree that the NRC contact shall be in the authorized classifier for all classified information or material delivered under this contract and NRC shall provide classification guidance to the contractor as required in the performance of this contract.

H.13 Government Rights in Computer Software

- (a) The Government, for itself and such others as it deems appropriate, will have sole, unlimited rights in computer software specifically developed or generated (i.e., designed and developed) under this contract. Unlimited rights under this contract are rights to use, duplicate, or disclose software data, in whole or in part, in any manner and for any purpose whatsoever.
- (b) For software not specifically developed or generated under this contract, the Contractor may restrict the Government's rights therein. The fact that the total complement of software involved may incorporate some elements of software to which the Government has unlimited rights shall not affect the Contractor's authority to impose restrictions on the Government's rights. As a minimum, however, the Government will have the right to:
- (1) Have unlimited use of such software on computer system(s) for which or with which it is acquired.
  - (2) Use such software with a backup system if the system for which or with which it was acquired is inoperative because of a malfunction, an emergency, change(s) in engineering performance, or change(s) in computer features or models.
  - (3) Use such software with the computer at any Government installation to which the computer may be transferred by the Government.
  - (4) Copy computer software for safekeeping (archives) or backup purposes.
  - (5) Modify such software or combine it with other programs or material. All modifications by the Government will be treated as stated in (a) above. However, any such modification shall not change or limit the Contractor's rights with respect to such software in its original, modified, or combined form. If software defects result from program portions which have been added or modified by the Government, then the Government, not the vendor, is responsible for any resulting adverse effects. However, if vendor provided portions are defective, then the vendor is responsible for providing the software support and/or operating software malfunction credits as specified elsewhere in the contract.
  - (6) Retain sole unlimited rights to the part that it owns.
- (c) Nothing contained herein shall be construed to restrict or limit any right which the Government possesses or may acquire from other sources in the above software or software data or its use.

## PART II - CONTRACT CLAUSES

## Section I - Contract Clauses

## 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:

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Employee Class		Monetary wage-fringe benefits
Systems Analyst	GS-12	\$17.49 per hour
Programmer Analyst	GS-11	\$14.79 per hour

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Fringe Benefits

Health Insurance: The government pays approximately 60 percent not to exceed the cost of the insurance.

Life Insurance: The government pays one-third of the cost of Basic Life Insurance.

Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, Martin Luther King's Birthday (beginning January 1986), and Inauguration Day (once every four years).

Leave Accrued

Sick Leave: Two (2) hours each week regardless of length of service.

Annual Leave:

1. Two (2) hours each week for an employee with less than three years of service.
2. Three (3) hours each week for an employee with three but less than 15 years of service.
3. Four (4) hours each week for an employee with 15 or more years of service.

Retirement: The government contributes 7 percent of the basic hourly rate.

(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)

52.252-2 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 F

52.212-13 STOP-WORK ORDER. (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)

52.208-3 CONFLICTS. (APR 1984)

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

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

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

- 52.215-30 FACILITIES CAPITAL COST OF MONEY. (APR 1984)
- 52.216-7 ALLOWABLE COST AND PAYMENT. (APR 1984) (C)
- 52.216-8 FIXED FEE. (APR 1984) (C)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (APR 1984)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL  
DISADVANTAGED BUSINESS CONCERNS. (APR 1984)
- 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (APR 1984)
- 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (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)
- 52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT  
INFRINGEMENT. (APR 1984)
- 52.232-1 PAYMENTS (APR 1984) (FP)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (JUL 1985) (FP)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)
- 52.232-11 EXTRAS (APR 1984) (FP)
- 52.232-16 PROGRESS PAYMENTS. (APR 1984)--Alternate I. (APR 1984) (FP)
- 52.232-17 INTEREST. (APR 1984)
- 52.232-20 LIMITATION OF COST. (APR 1984) (C)
- 52.232-23 ASSIGNMENT OF CLAIMS. (APR 1984)
- 52.233-1 DISPUTES. (APR 1984)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984) (C)
- 52.243-1 CHANGES - FIXED PRICE (APR 1984) Alternate 1 (FP)
- 52.243-2 CHANGES--COST-REIMBURSEMENT. (APR 1984)--Alternate I. (APR  
1984) (C)
- 52.244-2 SUBCONTRACTS UNDER COST-REIMBURSEMENT AND LETTER CONTRACTS.  
(JUL 1985) (C)
- 52.244-5 COMPETITION IN SUBCONTRACTING: (APR 1984) (FP)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT  
FORM) (APR 1984)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT). (APR 1984) (C)
- 52.249-8 DEFAULT (FIXED PRICE) (APR 1984) (FP)
- 52.249-14 EXCUSABLE DELAYS. (APR 1984) (C)

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

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

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

(End of clause)  
(R 7-2003.13 1978 JUN)

52.233-3 Protest after award.

As prescribed in 33.106(b), insert the following clause:

Protest After Award (June 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 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)

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

Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Organization Chart
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3202
4	Standard Form 1411 with Instructions
5	ITS Brochure
6	Security/Classification Requirements, NRC Form 187
7	Wage Determination dated September 6, 1985
8	Further Guidance Regarding Types of Qualification Requirements