

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 300)	RATING	PAGE 1 OF 3
2. CONTRACT (From Item 1) NO NRC-10-87-211		3. EFFECTIVE DATE August 7, 1987	4. REQUISITION/PURCHASE REQUEST/PROJECT NO ADM-87-211	
5. ISSUED BY		6. ADMINISTERED BY (If other than Item 5)		

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

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

Maryland Sound Industries, Inc.
4900 Wetheredsville Road
Baltimore, MD 21207

8. DELIVERY

☐ FOB ORIGIN

☐ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
(4 copies unless other
wise specified) TO THE
ADDRESS SHOWN IN

ITEM
12

11. SHIP TO/MARK FOR
CODE

12. PAYMENT WILL BE MADE BY

U.S. Nuclear Regulatory Commission
ARM, Div of Accounting & Finance, GOV/COM Acts
Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

14. ACCOUNTING AND APPROPRIATION DATA

B&R No. 43-20-31-412

Appro. No. 31X0200.407 AMOUNT: \$310,321.00

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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The Contractor shall provide all equipment, labor and materials necessary for the installation and acceptance of the audiovisual systems described herein in accordance with the schedule and the Contractor's proposal dated June 8, 1987 as revised on June 22, 1987 and July 27, 1987, all of which are incorporated herein by reference and made a part hereof.

FIXED PRICE CONTRACT

15G. TOTAL AMOUNT OF CONTRACT \$ 310,321.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor to fill in)

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

18. ☐ AWARD (Contractor to not required to sign this document) You

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)

WILLIAM E. PARRY, GENERAL MANAGER

20A. NAME OF CONTRACTING OFFICER

Timothy F. Hagan

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

7/31/87

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY (Signature of person authorized to sign)

BY (Signature of Contracting Officer)

1. Section B.2, Consideration and Obligation, is completed as follows:

The firm fixed price of this contract is \$310,321.00. Payment will be made in accordance with the following completion/delivery and acceptance schedule:

Commissioners' Hearing Room (1st Floor)	\$288,367.00
SCIF Conference Room (2nd Floor)	\$ 11,045.00
Chairman's Conference Room (17th Floor)	\$ 5,554.00
Commissioners' Conference Room (18th Floor)	\$ 5,355.00

2. Section F.1, Duration of Contract Period, is deleted in its entirety and the the following is substituted in lieu thereof:

"F.1 Duration of Contract Period

This contract shall commence on August 7, 1987 and will expire on February 6, 1989.

3. Section G.1, Project Officer Authority, is completed as follows:

Name: Roger Lindsay
Address: U. S. Nuclear Regulatory Commission
ARM, Division of Publication Services
Printing and Graphics Branch, P-034
Washington, DC 20555

Phone: (301) 492-7281

4. Section I, Contract Clauses, 52.252-3 Clauses Incorporated by Reference (APR 1984) add the following clause:

"52.203-7 ANTI-KICKBACK PROCEDURES (FEB 1987)"

Following is a summary of the three amendments to the solicitation which are attached to the contract document:

Amendment No. 1 - Extended the closing date for the solicitation.

Amendment No. 2 - Revised the Telephone Conference Bridge System requirement from a one-way system to a two-way system (C.1.2.C)

- Amended the Installation Schedule (C.1.2.H) as follows:

(1) The NRC Project Officer will notify the Contractor, in writing, when the interior construction at the White Flint North Building is sufficiently completed to allow work on these audiovisual systems to begin; this is tentatively scheduled for September/October 1987.

(2) Final installation of equipment, testing and balance required for "turn-key" operation shall be completed as follows:

Commissioners' Hearing Room - 15 weeks after Project Officer notification specified in (1) above.

SCIF, Chairman's and
Commissioners' Conference Rooms - 17 weeks after Project Officer notification specified in (1) above.

Amendment No. 3 - Further clarified the Telephone Conference Bridge System requirement (C.1.2.C).

SOLICITATION, OFFER AND AWARD

THIS CONTRACT IS A MODIFICATION
OF CONTRACT NO. 53-214-7

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PAGE 1

2 CONTRACT NO.	3 SOLICITATION NO.	4 DATE OF SOLICITATION	5 DATE ISSUED	6 REQUISITION PURCHASE NO.
	RS-ADM-87-211	<input type="checkbox"/> SEALED BID (RFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3/26/87	ADM-87-211

7 ISSUED BY	8 ADDRESS OFFER TO (If other than Item 7)
U. S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555	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 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or handcarried in the delivery location in Room 2203, 4550 Montgomery Avenue, until 2:00p.m. 4/27/87
2nd Floor, Bethesda, Maryland 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	B TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Teresa McLearn	(301) 492-4290

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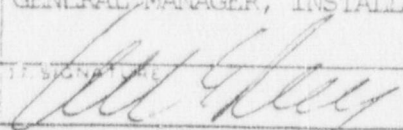
(V)	SEC	DESCRIPTION	PAGE(S)	(V)	SEC	DESCRIPTION	PAGE(S)
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OFFER (Must be fully completed by offeror)

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 90 calendar days (60 calendar days unless a different period is included by the offeror, from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the prices specified in each item, or deliver at the designated point, within the time specified in the schedule.

13 DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 52.222-5)	100 CALENDAR DAYS	75 CALENDAR DAYS	50 CALENDAR DAYS	CALENDAR DAYS
	4 %	%	%	%
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
	1 (DUE DATE CHANGE)	4/23/87		

15A NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15B NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
MARYLAND SOUND INDUSTRIES, INC. 4900 WETHEREDSVILLE ROAD BALTIMORE, MARYLAND 21207			WILLIAM PARRY GENERAL MANAGER, INSTALLATION DIVISION
15C TELEPHONE NO. (Include area code)	15D CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	15E SIGNATURE	15F OFFER DATE
301-448-1400	<input type="checkbox"/>		4/28/87

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	23 SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	24 ADMINISTERED BY (If other than Item 7) CODE
<input type="checkbox"/> 10 USC 2304(c)(1) <input type="checkbox"/> 41 USC 253(c)(1)		
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/CostsB.1 Brief Description of Work

The Contractor shall provide all equipment, labor and materials necessary for the installation and acceptance of the audiovisual systems as described herein, for the U. S. Nuclear Regulatory Commission's (NRC) hearing and conference room facilities located at the One White Flint North Building, 11555 Rockville Pike, Rockville, Maryland.

B.2 Consideration and Obligation

The firm fixed price of this contract is \$ * . Payment will be made in accordance with the following completion/delivery and acceptance schedule:

Commissioners' Hearing Room (1st Floor)	\$	*
SCIF Conference Room (2nd Floor)	\$	*
Chairman's Conference Room (17th Floor)	\$	*
Commissioners' Conference Room (18th Floor)	\$	*

*To be inserted into any resultant contract.

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

The United States Nuclear Regulatory Commission (NRC) intends to consolidate its headquarters staff, now housed in 11 locations in the Washington metropolitan area, into two buildings at the intersection of Rockville Pike and Marinelli Road in Rockville, Maryland. NRC's audiovisual requirements described under the Scope of Work involve the first building only, One White Flint North.

C.1.2 Scope of Work

The Contractor shall provide all equipment and installation services for the equipment facilities identified as the Commissioners' Hearing Room (1st floor), the Sensitive Compartmented Information Facility (SCIF) Conference Room (2nd floor), the Chairman's Conference Room (17th floor), and the Commissioners' Conference Room (18th floor) in the One White Flint North Building, in accordance with the layouts detailed under the draft floor plans (Attachment 5) and line drawings of equipment interfacing (Attachment 6) for the 1st, 2nd, 17th and 18th floors conference areas.

All wiring for the 1st floor Hearing Room, the SCIF Conference Room (2nd floor), and the 17th and 18th floor Conference Rooms shall be

located inside the facility. All wires which exit the facility to allow for external transmission must do so at one location and be equipped with positive disconnects which provide clear indication of line status (connected or disconnected).

NOTE:

An independent Contractor has reviewed NRC's audiovisual systems requirements and recommended the attached list of equipment (Attachment 7) which, if configured and installed properly, will meet the minimum needs of the Government. The equipment list is provided for reference only and is representative of the types of equipment required to meet NRC's needs. Offeror's proposal must substantiate that the offered systems will meet NRC's performance requirements, including the operational and technical characteristics as defined in the specifications. Offerors are reminded that proposals will be evaluated in accordance with Section M.2, Evaluation Criteria.

C.1.2.A Commissioners' Hearing Room Video System (1st floor)

(a) Camera System:

The Contractor shall mount three (3) color cameras below the ceiling cavity on pan tilt mounts and shall equip each camera with a power zoom lens. The cameras shall be capable of providing video of the Commissioners and witnesses and any large exhibits provided by witnesses. These cameras shall be capable of being controlled by an operator at the projection window in the Audiovisual (AV) Control Room.

The Contractor shall install a fourth camera located in the AV Control Room. The camera shall be capable of providing video from a slide/16mm multiplex system or from overhead transparencies.

All cameras shall be capable of providing video to the special effects generator.

(b) Monitor System:

The Contractor shall install ten (10) 35" color monitors in custom hanging modules which are being manufactured and installed on behalf of the NRC in the Hearing Room. The monitors shall be capable of allowing the viewing of proceedings and supporting documents by the audience. The Contractor shall be responsible for coordinating the installation of the monitors in the custom hanging modules with the manufacturer. The installation shall require removing the monitors from their cabinets and installing the chassis in the hanging modules. The Contractor shall not be responsible for the installation of the hanging modules in the Hearing Room.

The Contractor shall install one each 26" color monitor in the Media Work Area, the Hearing Room Overflow Area, and the Conference Room. Video and audio to the monitors in the Media Work Area, the Hearing Room Overflow Area, Conference Area, and connection to the building broadband system shall be distributed via a switcher which shall function as a push button panel, allowing for positive disconnect of all the above monitors for security purposes. The switcher shall provide a clear indication of line status (connected or disconnected).

The Contractor shall install five (5) 8" color monitors recessed in the Hearing Room table which is being manufactured for the NRC. The monitors shall be positioned for the Commissioners.

Drawings depicting the design and dimensions of the hanging modules and conference room table are attached as Attachments 8 and 9, respectively. Full size drawings are available for review at the NRC. Refer to Section L.7 of this solicitation for exact location of the detailed drawings.

(c) Multiplexer:

The Contractor shall install a multiplexer to be located in the AV Control Room. The multiplexer shall be capable of providing video from 35mm slides and 16mm film.

(d) Video Pointer:

The Contractor shall incorporate a video pointer system into the system. The pointer shall be capable of allowing the witness to point out any particular information visible on the monitor.

(e) Visual Projection Stand:

The Contractor shall install a visual projection stand in the AV Control Room for the purpose of viewing photographs, charts, transparencies, diagrams and three-dimensional objects. The Visual Projection Stand shall have a 8" color monitor for set up purposes.

C.1.2.B Hearing and Conference Rooms Audio System (1st floor)

The Contractor shall install six (6) VSM microphones on conference tables. The microphones shall be capable of providing audio to the mixer amp system for distribution to the overhead speakers and the monitors in the Media Work Area, the Hearing Room Overflow Area and Conference Area. The Contractor shall route the audio for the two rooms through the same switcher as the video, accomplishing positive disconnect simultaneously with the video disconnect.

The Contractor shall install three (3) microphone jacks in the floor near three (3) of the pillars in the conference areas. These jacks are to be used for microphones for audience participation.

The Contractor shall route audio for the 3/4" video player and the 1/2" VHS video player through the mixer amp system for playback of video tapes. The audio from these units shall also be routed to the house system.

C.1.2.C Telephone Conference Bridge System

The Contractor shall install a one-way telephone conference switching bridge to interface with the Hearing Room Audio System in the AV Control Room (1st floor). The bridging system must have a 56-port rotary access capability for receiving up to 56 incoming calls simultaneously. The teleconferencing switching bridge shall permit only listing capability by the callers. The switching bridge must have an adaptive equalization feature to maintain quality signal levels when line characteristics change.

C.1.2.D SCIF Conference Room Video/Audio System (2nd Floor)

The Contractor shall install two (2) 25" color monitors on ceiling mounts. The monitors shall be capable of simultaneous viewing of video cassette presentations fed by the VCR within the SCIF Conference Room.

The Contractor shall install two (2) PZM microphones in the ceiling, and one (1) PZM microphone on the podium. Audio from the microphones shall be fed to a mixer then to the government-furnished Dictaphone Logging Recorder Model 100 located in the SCIF Conference Room. Microphone cables must be shielded with a minimum of one overall non-ferrous shield. Cables shall terminate in a wall plug or plugs, compatible with the Dictaphone Logging Recorder Model 100, on the wall of the recorder closet. Cables must be routed entirely within the SCIF Conference Room in an esthetic manner but which will either allow them to be examined if necessary (e.g., can be run above false ceiling since tiles can be lifted to allow examination) or be in conduit. All wiring or conduit must be mounted in surface mount conduit, such as Wiremold #500.

C.1.2.E Chairman's Conference Room Audio System (17th Floor)

The Contractor shall install two (2) PZM microphones in the ceiling. Audio from the microphones shall be fed to a mixer then to a cassette recorder. No sound reinforcement is required. Audio and video from the Commissioners' Hearing room (1st Floor) shall be fed to a monitor in the Conference Room. The installation of cable shall be the responsibility of the Contractor. Conduit will be installed by an electrical contractor.

C.1.2.F Commissioners' Conference Room Audio System (18th Floor)

The Contractor shall install two (2) PZM microphones on the conference table. Microphones shall provide audio to an audio mixer and cassette recorder with sound reinforcement provided through ceiling speakers and amplifier. The cable installation shall be the responsibility of the Contractor. Conduit will be installed by an electrical contractor.

C.1.2.G Performance Requirements and Standards

(1) Existing Facilities

- (a) Location of Facilities. All equipment shall be installed in the One White Flint North Building.
- (b) Available Power. The Government will provide 115VAC, 60Hz commercial power for the equipment to be installed. All power will be single phase, 20 AMP circuits and will be provided from either wall/floor three-prong receptacles or via an overhead raceway.
- (c) Available Air conditioning. Typical office environmental air conditioning will be available for the heat load of the proposed equipment. The equipment proposed must be capable of continuous operation at temperatures from 45 to 90 degrees, Fahrenheit, with humidity ranging from 10 to 90 percent, noncondensing.
- (d) Floor Area. The Government will not provide raised flooring except in the AV Control Room (1st Floor). Under no circumstances will cables run directly on the floor.
- (e) Conduit and Cable Routing. See Attachment 10 for conduit and cable routing, and electrical service being provided by the Government. Any additional conduit required shall be the responsibility of the Contractor. Full size drawings are available for review at the NRC. Refer to Section L.7 of this solicitation for exact location of the detailed drawings.

(2) Documentation

The Contractor shall furnish to the PO in accordance with the schedule below, user manuals and publications for all Contractor equipment provided under this contract at no cost to the Government. The Government reserves the right to reproduce the below mentioned manuals and publications through its own facilities.

<u>Documentation</u>	<u>Quantities</u>	<u>Delivery Schedule</u>
(a) Functional Characteristics (Camera System)	3	One copy of each of these manuals ((a) thru (f)) shall be delivered with the installation of each system
(b) Functional Characteristics (Monitor System)	3	
(c) Hardware Manuals	3	
(d) Diagnostic Procedures	3	
(e) Hardware Maintenance	3	

- At the completion of the installation of all four (4) systems, the Contractor shall provide:

The reader of this manual shall be assumed to be technically competent, but unfamiliar with this particular facility. It is estimated that this manual will require a minimum of 30 pages.

(2) Video signal, s/n (peak to RMS) unweighted DC to 4.2 MHz with minimum 55db level, crosstalk, unweighted DC to 4.2 MHz with minimum of 45db level. Frequency response to 4.2 MHz plus or minus 0.5db. The line

and field tilt shall be 2% maximum, differential phase shall be 2 degree maximum and differential gain of 3% maximum.

- (3) Video timing: system timing shall be sync coincidence within 50 nano seconds and color timing shall be within 2 degree at 3.58 MHz.
- (4) Radio frequency (RF): The visual carrier level at all system outlets for all utilized channels shall be at least plus 6 dBmV and shall not exceed plus 16 dBmV.
- (5) The difference in visual carrier levels between adjacent channels shall not exceed 3db at all system outlets.
- (6) The difference in visual carrier levels between nonadjacent channels shall not exceed 10 dB at all system outlets.
- (7) The carrier-to-noise ratio, at all system outlets, insofar as it is due to the contribution of noise by the RF system, shall be at least 43 dB.
- (8) The amplitude response across the visual portion of all channels shall be flat within plus or minus 1.0dB.
- (9) The ratio, after demodulation, between the maximum level of the desired signal and the interference resulting from cross modulation from all other signals on the system, shall be at least 50dB at all system outlets.
- (10) The isolation between system outlets shall be at least 25dB.
- (11) Evaluation of the picture quality shall be made with a standard television receiver connected to each system outlet. No visible components of cross modulation, ghosting, or beat interference shall appear when the receiver is tuned to each of the distributed channels.

(b) Performance Test Signals Paths

The signal paths for the above Performance Standards shall be as follows:

- (1) RF: From all source inputs to the headend, including antennas, CATV feeds and modulators; through the headend; through all line amplifiers, splitters and

directional couplers; to all system outlets. In addition - for a bidirectional system - from all system outlets; through all line amplifiers, splitters and directional couplers; to be the upstream output port of the frequency crossover network at the headend.

- (2) Audio: From all source inputs (for microphones, audio tape units, video tape units, etc.) through all ADA's mixers, switchers, etc., to all signal destinations.
- (3) Video Signal: From all source inputs (for cameras, character generators, video tape units, etc.) through all VDA's, processors, switchers, etc., to all signal destinations.
- (4) Video Timing: All video signals shall be in time as specified above, without readjustment of source phasing, at the following points:

...All inputs to each of the production switchers including the routing switcher (when used with a frame synchronizer).

Note: NO delay units (active or passive) are shown on the video functional block drawing to achieve this required timing. The Contractor shall be responsible for providing and installing such units if required.

- (5) RGB Timing: All RGB signals shall be timed such that no color borders (resulting from mistiming) are visible. The Contractor shall be responsible for maintaining proper cable lengths or installing delay lines to achieve this required timing.

The delineation of the above signal paths shall not exempt the Contractor from the responsibility of checking all paths and outlets for appropriate compliance with the Performance Standards.

(c) Optical

All optical projection systems shall meet the following performance standards:

- (1) The total averaged light output from a projector, in lumens, shall be within plus-or-minus 15% of that specified by the projector manufacturer.
- (2) The light fall-off from the center of the projected image to all four corners, as measured at the projected image plane, shall not exceed 50% for 16mm film projector images nor 35% for slide projector

images. The light intensity shall be measured at all five positions of the projected image after the projector has been adjusted to provide the light output as specified above.

- (3) Projectors, lenses and mirrors shall be solidly mounted and braced so that there will be no observable movement in the image induced by motor vibration or other mechanical operations.

(d) Contractor responsibilities.

- (1) The Contractor shall generate all shop drawings and information for the complete installation and wiring of the system. The Contractor shall provide the on-site installation and wiring, and shall provide on-going supervision and coordination during the implementation phase.
- (2) The Contractor shall be responsible for the initial adjustment of the systems as herein prescribed and shall provide all test equipment for the system checkout and acceptance test.
- (3) The Contractor shall provide on-the-job training in the operation and preventive maintenance of the systems for personnel designated by NRC.
- (4) The Contractor shall submit for approval, any custom designs pertaining to the system. Drawing submittals shall be on reproducible media. The designs include, but are not limited to, the following:
 - (a) All panels, plates and designation strips, including details relating to terminology, engraving, finish and color.
 - (b) All custom designed consoles, tables, carts, support bases and shelves.
 - (c) Schematic drawings of all custom circuitry.
 - (d) All unusual equipment modifications.
- (5) Two (2) weeks prior to assembly and installation, the Contractor shall submit the following, on reproducible media, to the NRC for approval:
 - (a) System functional block drawings, including those for video, pulse, RF, audio and control systems.
 - (b) Run sheets or field wiring drawings.

- (c) Patch panel assignment drawings.
- (d) Equipment modification drawings.
- (e) Final schematic drawings of any custom circuitry including receptacle pin numbers and all component callouts.
- (f) Front mechanical drawings of each equipment rack.
- (g) Drawing of the physical layout of the equipment in the 1st floor AV Control Room.

(e) Installation

- (1) Within seven (7) days of contract execution, the NRC Project Officer will provide the Contractor with projected dates when the relevant areas will be available for the on-site installation.
- (2) Installation shall include the delivery, unloading, storing, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, interconnecting wiring of the system components, equipment alignment and adjustment, and all other work whether or not expressly required herein which is necessary to result in complete operational systems.
- (3) During the installation, and up to the date of final acceptance, the Contractor shall be under obligation to protect his finished and unfinished work against damage and loss. In the event of such damage or loss, he shall replace or repair such work at no cost to the NRC.

(f) Cable Installation

- (1) All cables, regardless of length, shall be marked with wrap-around number or letter cable markers at both ends. There shall be no unmarked cables any place in the system. Marking codes used on cables shall correspond to codes shown on drawings and/or run sheets.
- (2) All inter-rack cabling shall be neatly strapped, dressed, and adequately supported.
- (3) Terminal blocks, boards, strips, or connectors, shall be furnished for all cables which interface with racks, cabinets, consoles or equipment modules.

- (4) No audio cables shall run directly to the audio patch panel jacks. Each audio patch panel shall be furnished with an audio terminal block and all audio cables to and from the audio patch panel shall terminate on this block.
- (5) All cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed for the following cables:
 - (a) Power cables
 - (b) Control cables
 - (c) Video cables
 - (d) Pulse cables
 - (e) Audio cables carrying signals less than minus 20 dBm
 - (f) Audio cables carrying signals between minus 20dBm and plus 20dBm
 - (g) Audio cables carrying signals above plus 20dBm
 - (h) As a general practice, all power cables, control cables, and high level cables shall be run on the left side of an equipment rack as viewed from the rear. All other cables shall be run on the right side of an equipment rack, as viewed from the rear.
- (6) Unless otherwise called for in the specification and drawings, the following cables, or their NRC approved equals, shall be used in these systems:
 - (a) Video and Pulse (for runs not exceeding 40' between active devices)...Belden 8279
 - (b) Video and Pulse (for runs exceeding 40' between active devices)...Belden 8281
 - (c) Audio...Belden 8451 and 8471
 - (d) RF...Jerrold CAC series
- (7) All cables (except video and pulse cables which must be cut to an electrical length) shall be cut to the length dictated by the run. For equipment mounted in drawers or on slides, the interconnecting cables shall be provided with a service loop of appropriate length.
- (8) Connection Plate Receptacles

Unless otherwise detailed herein, the following types of panel receptacles shall be used on all connection boxes, panels, plates and wireways.

- (a) Audio (microphone or line level) - XLR type
- (b) Audio (loudspeaker level) - 1/4" diameter tip/ring/sleeve type. Jack shall be insulated from panel type.
- (c) Intercom - 1/4" diameter tip/ring/sleeve type. Jack shall be insulated from panel type.
- (d) Video - BNC type...Receptacles shall be insulated from panel type.

(9) Patch Panel Assignments

All patch panels shall be wired so that signal "sources" (outputs from) appear on the upper row of a row pair; and all "load" (inputs to) appear on the lower row of a row pair.

(10) Patch Panel Designation Strips

All audio and video patch panel designation strips shall utilize alphanumeric identifications rather than descriptive information. The jack positions in each horizontal row shall be numbered sequentially from left to right. The horizontal jack rows shall be lettered sequentially from top to bottom. The alphanumeric identification of each jack shall be included on the functional block drawings, as well as on reproduction of these drawings which shall be mounted in a appropriate location near the patch bays.

(g) Grounding Procedures

In order to minimize problems resulting from improper grounding, and to achieve maximum signal-to-noise ratios, the following grounding procedures shall be adhered to:

- (1) System Grounds: A single primary "system ground" shall be established for the systems in each particular area. All grounding conductors in that area shall connect to this primary system ground. The system ground shall be provided in the audio equipment rack for the area, and shall consist of a copper bar of sufficient size to accommodate all secondary ground conductors.
 - (a) A copper conductor, having a maximum of 0.1 ohms total resistance, shall connect the primary system ground bar to the nearest metallic electrical conduit of at least 2" in diameter. The Contractor shall be responsible for determining if the metallic conduit is properly

electrically bonded to the building ground system.

- (b) Secondary system grounding conductors shall be provided from all racks, audio consoles, and ungrounded audio equipment in each area, to the primary system grounding point for the area. Each of these grounding conductors shall have a maximum of 0.1 ohms total resistance.
- (c) Under no conditions shall the AC neutral conductor, either in the power panel or in a receptacle outlet, be used for a system ground.

- (2) Audio Cable Shield: All audio cable shields shall be grounded at one point only. There are no exceptions. For inter and intra-rack wiring this requires that the shield shall be connected at both ends but grounded at only one end.
- (3) Video Receptacles: All video receptacles that are provided and installed by the Contractor shall be insulated from the mounting panel, outlet box, or wireway. Unless otherwise detailed herein, this shall be accomplished by using insulated-from-panel type receptacles.
- (4) General: Because of the great number of possible variations in grounding systems, it shall be the responsibility of the Contractor to follow good engineering practice, as outlined above, and to deviate from these practices only when necessary to minimize crosstalk and to maximize signal-to-noise ratios, in the audio, video and control system.

(4) Contractor System Checkout

Before Acceptance Tests are scheduled, the Contractor shall perform his own system checkout. He shall furnish all required test equipment and shall perform all work necessary to determine and/or modify performance of the system to meet the requirements of this specification. This work shall include the following:

- (1) Test all audio, video and RF system for compliance with Performance Standards.
- (2) Check all control functions, from all controlling devices to all controlled devices, for proper operation.
- (3) Adjust, balance and align all equipment, for optimum quality and to meet the manufacturer's published specifications. Establish and mark normal settings for all level controls, and record these settings in the

"System Operation and Maintenance Manual".

- (4) Check all optical projection images for average light level, light fall-off and image alignment and size to comply with the Performance Standards and specification drawings. Check to determine that all projectors, projector bases, carts, tables and mirrors are rigid and vibrationless in operation.
- (5) Maintain documentation of all performance tests during the System Acceptance Tests.

(5) System Acceptance Tests

(a) Contractor Certification

For the purpose of acceptance testing, equipment proposed for each site shall be considered one system; each delivered system shall undergo acceptance testing. Upon delivery of a system to a Government site, the Contractor shall certify, in writing, that the system, including all devices and interfaces with the Government-owned equipment (if applicable) is installed and ready for acceptance testing, and that the system complies with the manufacturer's specifications and with all technical requirements described under this Statement of Work. These certifications shall not lessen the Government's right to inspect and accept or reject delivered systems.

(b) Acceptance Tests

System Acceptance tests shall not be performed until the Contractor's System Checkout (paragraph (4) above) has been completed. The System Acceptance Tests shall consist of the following:

- (i) A physical inventory shall be taken of all equipment on site and will be compared to equipment lists in the contract documents.
- (ii) The operation of all system equipment shall be demonstrated by the Contractor.
- (iii) Objective tests shall be required to determine compliance with specifications. The Contractor shall be responsible for providing test equipment for these tests.
- (iv) All final, "as-built" drawings, run sheets, manuals, and other required documents shall be delivered to the NRC at this time.

- (v) In the event further adjustment is required, or defective equipment must be repaired or replaced, tests may be suspended or continued at the option of the NRC.

(c) Acceptance

The furnished system shall not be accepted and no payment shall be made until the Performance Standard is met for an entire supplied system, including each piece of equipment in that system.

(6) Training

The Contractor shall provide a minimum of two (2) days training, in the operation and preventive maintenance of the AV systems, for four (4) individuals to be designated by NRC. This training shall commence within one (1) week of the successful completion of the final AV systems acceptance test (Paragraph (5) above).

C.1.2.H Installation Schedule

Final installation of equipment, testing and balance required for "turn-key" operation is required as follows:

Commissioners' Hearing Room	-	October 15, 1987
SCIF, Chairman's and Commissioners' Conference Rooms	-	October 30, 1987

C.1.2.I Warranty

The audiovisual systems in their entirety (parts and labor) shall be warranted for a period of not less than one (1) year from the date of acceptance. Any manufacturer's warranty which is longer than one year shall be afforded to the NRC.

During this warranty period, the Contractor shall provide non-emergency and emergency service calls within the following response times:

- (1) Non-emergency service calls, 8:00 am to 5:00 pm, Monday through Friday. The Contractor shall respond on site within four (4) hours of notification.
- (2) Emergency service calls, the Contractor shall respond on site, at any time, within two (2) hours of notification.
- (3) Out of service (defective) equipment and systems shall be restored to working order or replaced with functionally similar equipment within 24 hours after initial arrival of contractor personnel at site.

The Contractor shall provide a local Washington Metropolitan area telephone number (paging numbers) for routine and emergency requests for service.

Section E - Inspection and Acceptance

E.1 Place of Inspection and Acceptance

Inspection and acceptance of the audiovisual systems to be furnished hereunder shall be made by the Project Officer at the destination.

Section F - Deliveries and Performance

F.1 Duration of Contract Period

This contract shall commence on the effective date reflected in block 3 of the SF-26 and will expire 18 months thereafter.

Section G - Contract Administration Data

G.1 Project Officer Authority

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

Name: *

Address: *

Telephone Number: *

- b. The Project Officer is responsible for:

- 1) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.
- 2) Inspecting and accepting products/services provided under the contract.
- 3) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

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

* To be incorporated into any resultant contract.

G.2 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. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, the Contractor shall forward the following information in writing to the Contracting Officer within seven days after the effective date of the contract.
 - 1). Name and address of organization.
 - 2). Contact person and telephone number.
 - 3). Name and address of financial institution.
 - 4). Contractor's Financial institution's 9-digit ABA identifying number for routing transfer of funds.
 - 5). Telegraphic abbreviation of Contractor's financial institution.
 - 6). Account number at Contractor's financial institution.
 - 7). Signature and title of person supplying this information.
- c. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, the Contractor shall forward the following information with regard to a correspondent or alternate financial institution. The information shall be in writing and submitted to the Contracting Officer within seven days after the effective date of the contract.
 - 1). Name and address of organization.
 - 2). Contact person and telephone number.
 - 3). Name and address of financial institution.
 - 4). Telegraphic abbreviation of Contractor's financial institution.
 - 5). Account number at Contractor's financial institution.
 - 6). Name and address of the correspondent financial institution that has access to the Federal Reserve Communications System.
 - 7). Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds.
 - 8). Telegraphic abbreviation of correspondent financial institution.

9). Signature and title of person supplying this information.

- d. Any changes to the information furnished under 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.

G.3 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 in accordance with the attached "Billing Instructions", 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.4 Interest on Overdue Payments.

- a. The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment 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.5 Remittance Address

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

Name: _____

Address: _____

Section H - Special Contract Requirements

H.1 Private Use of Contract Information and Data .

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

H.2 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.3 Determination of Minimum Wages and Fringe Benefits .

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under Wage Determination Number 80-1294 (R25) dated November 19, 1986 which is attached.

H.4 Government Furnished Property/Materials

- a. The NRC will provide the Contractor with the following items for use under this contract:

One (1) Dictaphone Logging Recorder Model 100
- b. Only the property/materials listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other property/material required in performance of the contract shall be furnished by the Contractor.

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:

Employee Class	Monetary Wage/Fringe Benefits
Electronic Technician	GS-7
Electronic Technician	GS-9
Electronic Technician	GS-11

(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.

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

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

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

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

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

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

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

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

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

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

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

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

(FPR Temporary Regulation 76)

52.233-3 PROTEST AFTER AWARD (JUN 1985)

(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 Default, or the Termination for Convenience of the Government, 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

or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

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

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

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

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

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

(End of Clause)

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

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

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

Section E

- 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE. (JUL 1985)
- 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE. (APR 1984)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

Section F

- 52.212-13 STOP-WORK ORDER. (APR 1984)
- 52.247-34 F.O.B. DESTINATION. (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)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985)
- 52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1984)
- 52.215-2 AUDIT--NEGOTIATION. (APR 1984)
- 52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (APR 1984)
- 52.215-24 SUBCONTRACTOR COST OR PRICING DATA. (APR 1985)

52.215-26 INTEGRITY OF UNIT PRICES (JUL 1986)
52.215-33 ORDER OF PRECEDENCE. (JAN 1986)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL
DISADVANTAGED BUSINESS CONCERNS. (JUN 1985)
52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (AUG 1986)
52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (APR 1984)
52.222-3 CONVICT LABOR. (APR 1984)
52.222-26 EQUAL OPPORTUNITY. (APR 1984)
52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
VETERANS (APR 1984)
52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
52.223-2 CLEAN AIR AND WATER. (APR 1984)
52.225-3 BUY AMERICAN ACT--SUPPLIES. (APR 1984)
52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)
52.232-1 PAYMENTS. (APR 1984)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (JUL 1985)
52.232-11 EXTRAS. (APR 1984)
52.232-17 INTEREST. (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)
52.233-1 DISPUTES. ALTERNATE I (APR 1984)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION. (APR 1984)
52.243-1 CHANGES--FIXED-PRICE. ALTERNATE II (APR 1984)
52.244-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JAN 1986)
52.244-5 COMPETITION IN SUBCONTRACTING. (APR 1984)
52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM). (APR 1984)
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE).
(APR 1984)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)
52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 1984)
52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (APR 1984)

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

Section J - List of Attachments

J.1 Attachments

<u>Attachment Number</u>	<u>Title</u>
1	MRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Billing Instructions
3	Standard Form 1411 with Instructions
4	Wage Determination
5	Draft Floor Plans for Hearing & Conference Rooms
6	Line Drawings of Equipment Interfacing
7	List of Equipment
8	Drawing of Design and Dimensions of Hanging Modules
9	Drawing of Design and Dimensions of Hearing Room Table
10	Conduit Cable Routing

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.	
20-1.5401	Scope and policy.
20-1.5402	Definitions.
20-1.5403	Criteria for recognizing contractor organizational conflicts of interest.
20-1.5404	Representation.
20-1.5405	Contract clauses.
20-1.5405-1	General contract clause.
20-1.5405-2	Special contract provisions.
20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

§20-1.5401 Scope and Policy

(a) It is the policy of the U.S. Nuclear Regulatory Commission (NRC) to avoid, eliminate or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely; the application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied so as to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations which might arise; however, examples are provided in these regulations to guide application of the policy. NRC contracting and program officials must be alert to other situations which may warrant application of this policy guidance. The ultimate test is: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC

agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

20-1.5402 Definitions

(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

(c) "Evaluation activities" means any effort involving the appraisal of a technology, process, product, or policy.

(d) "Technical consulting and management support services" means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require the contractor to be given access to information which has not been made available to the public or proprietary information. Such services typically include assistance in the preparation of program plans; and preparation of preliminary designs, specifications, or statements of work.

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

(f) "Contractor" means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which is a party to a contract with the NRC.

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR §1-1.606-1(e)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

§ 20-1.5403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities, or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (1) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

(i) Where the offeror or contractor provides advice and recommendations to the NRC in a technical area in which it is also providing consulting assistance in the same area to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter in which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or the products or services of another entity where the offeror or contractor has been substantially involved in their development or marketing.

(iv) Where the award of a contract would otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in 120-1.5405-2 in the following circumstances:

(i) Where the offeror or contractor prepares specifications which are to be used in competitive procurements of products or services covered by such specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using such approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs which could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

Guidance. An NRC contract for that particular work normally would not be awarded to the XYZ Corp. because it would be placed in a position in which its judgment could be biased in relationship to its work for NRC. Since there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2) Example. The ABC Corp., in response to a RFP, proposes to perform certain analyses of a reactor component which are unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which would motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work during the performance of the NRC contract with the private sector which could create a conflict. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3) Example. As a result of operating problems in a certain type of commercial nuclear facility, it is imperative that NRC secure specific data on various operational aspects of that type of plant so as to assure adequate safety protection of the public. Only one manufacturer has extensive experience with that type of plant. Consequently, that company is the only one with whom NRC can contract which can develop and conduct the testing programs required to obtain the data in reasonable time. That company has a definite interest in any NRC decisions that might result from the data produced because those decisions affect the reactor's design and thus the company's costs.

Guidance. This situation would place the manufacturer in a role in which its judgment could be biased in relationship to its work for NRC. Since the nature of the work required is vitally important in terms of NRC's responsibilities and no reasonable alternative exists, a waiver of the policy may be warranted. Any such waiver shall be fully documented and coordinated in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) Example. The ABC Co. submits a proposal for a new system for evaluating a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Co. has advised NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

Guidance. A contract could be awarded to the ABC Co. provided that the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless such information has been reported to NRC. Information which is reported to NRC by contractors will normally be disseminated by NRC to others so as to preclude an unfair competitive advantage that might otherwise accrue. When NRC furnishes information to the contractor for the performance of contract work, it shall not be used in the contractor's private activities unless such information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information developed under the contract is proposed to be used.

(5) Example. The ABC Corp., in response to a RFP proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §20-1.5403(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the Eastern United States but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. The work for others clause of §20-1.5405-1(c) would preclude ABC Corp. from accepting work during the term of the NRC contract which could create a conflict of interest.

(d) Other considerations. (i) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of such conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§20-1.5404 Representation

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor.

(b) Representation procedure. The following organizational conflicts of interest representation provision shall be included in all solicitations and unsolicited proposals for: (1) Evaluation services or activities; (2) technical consulting and management support services; (3) research; and (4) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement shall also apply to all modifications for additional effort under the contract except those issued under the "changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provision has previously been submitted with regard to the contract being modified, only an updating of such statement shall be required.

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

The award to _____ of a contract or the modification of an existing contract does () or does not () involve situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1).

(c) Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) Impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of §20-1.5411.

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

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

(e) The offeror's failure to execute the representation required by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

All contracts of the types set forth in § 20-1.5404(b) shall include the following clauses:

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) Is not placed in a conflicting role because of current or planned 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 forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this 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 proscriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

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

§ 20-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with §20-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related nonproduction contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of his key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

(b) The following additional contract clause may be included as section (i) in the clause set forth in § 20-1.5405-1 when it is determined that award of a follow-on contract would constitute an organizational conflict of interest.

(i) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of such products or services.

(2) If the contractor under this contract prepares a complete or essentially complete statement of work or specifications, the contractor shall be ineligible to perform or participate in the initial contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.

§ 20-1.5406 Evaluation, findings, and contract award

The contracting officer will evaluate all relevant facts submitted by an offeror pursuant to the representation requirements of § 20-1.5404(b) and other relevant information. After evaluating this information against the criteria of § 20-1.5403, a finding will be made by the contracting officer whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that conflicts of interest exist, then the contracting officer shall either:

(a) Disqualify the offeror from award.

- (b) Avoid or eliminate such conflicts by appropriate measures; or
- (c) Award the contract under the waiver provision of §20-1.5411.

§20-1.5407 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, the contracting officer determines that such conflicts do, in fact, exist and that it would not be in the best interests of the government to terminate the contract as provided in the clauses required by §20-1.5405, the contracting officer will take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §20-1.5411, neutralize the effects of the identified conflict.

§20-1.5408 (Reserved)

§20-1.5409 (Reserved)

§20-1.5410 Subcontracts

The contracting officer shall require offerors and contractors to submit a representation statement in accordance with §20-1.5404(b) from subcontractors and consultants. The contracting officer shall require the contractor to include contract clauses in accordance with §20-1.5405 in consultant agreements or subcontracts involving performance of work under a prime contract covered by this subsection.

§20-1.5411 Waiver

In the first instance, determination with respect to the need to seek a waiver for specific contract awards shall be made by the contracting officer with the advice and concurrence of the program office director and the Office of Executive Legal Director. Upon the recommendation of the contracting officer, and after consultation with the Office of the General Counsel, the EDO may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

Such action shall be strictly limited to those situations in which:

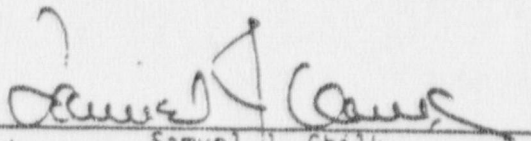
- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC to neutralize the conflict. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

620-1.5412 Remedies

In addition to such other remedies as may be permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

Dated at Washington, D.C. this 27th day of March 1979.

For the Nuclear Regulatory Commission


Samuel J. Chilk
Secretary of the Commission

BILLING INSTRUCTIONS FOR FIXED PRICE
CONTRACTS AND PURCHASE ORDERS

General. The contractor shall submit vouchers or invoices as prescribed herein.

Form. Claims shall be submitted on the payee's letterhead, invoice or on the Government's Standard Form 1034 "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035 "Public Voucher for Purchases Order Other Than Personal -- Continuation Sheet." These forms are available from the Government Printing Office, 701 North Capitol Street, Washington, DC 20801.

Number of Copies and Mailing Address. An original and six copies shall be submitted to NRC offices identified below.

Frequency. The contractor shall submit an invoice or voucher only after NRC's final acceptance for services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher. The voucher shall be prepared in ink or typewriter (without strikeouts) and corrected or erasures must be initialized. It must include the following:

- (a) Payor's name and address. (i) Address the original voucher (with 4 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/COM Accounts Sections, Washington, DC 20555. (ii) Address 2 copies to: U.S. Nuclear Regulatory Commission, ATTN: E. L. Halman, Director, Division of Contracts, Washington, DC 20555. (iii) The original copy of the voucher should indicate that (2) copies have been forwarded to the Contracting Officer.
- (b) Voucher number.
- (c) Date of voucher.
- (d) Contract number and date.
- (e) Payee's name and address. (Show the name of the contractor and its correct address, except when an assignment has been made by the contractor or a different payee has been designated, then insert the name and address of the payee.)
- (f) Description of articles or services, quantity, unit price, and total amount.

- (g) Weight and zone of shipment, if shipped by parcel post.
- (h) Charges for freight or express shipments, and attached prepaid bill, if shipped by freight or express.
- (i) Instructions to consignee to notify Contacting Officer of receipt of shipment.
- (j) Final invoice marked: "FINAL INVOICE"

Currency. Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

ATTACHMENT 3

STANDARD FORM 1411 WITH INSTRUCTIONS

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials - Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

Subcontracted Items - Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

Standard Commercial Items - Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-3(e).

Interorganizational Transfer (at other than cost) - Explain pricing method used. (See FAR 31.205-26).

Raw Material - Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

Purchased Parts - Includes material items not covered above. Provide priced quantities of items required for the proposal.

Interorganizational Transfer (at cost) - Include separate breakdown of cost by element.

Direct Labor - Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs - Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs - List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

Royalties - If more than \$250, provide the following information on separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the Contracting Officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).

Facilities Capital Cost of Money - When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including:
 - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - b. The nature and amount of any contingencies included in the proposed price.
3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues to the time of final agreement on price.

4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants, the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
7. Headings for Submission of Line-Item Summaries:
 - A. New Contracts (including Letter contracts).

Cost Elements	Proposed Contract Estimate-Total Cost	Proposed Contract Estimate-Unit Cost	Reference
(1)	(2)	(3)	(4)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

Under Column (3) - Optional, unless required by the Contracting Officer.

Under Column (4) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders (modifications).

Cost Elements	Estimated Cost of All Work Deleted	Cost Of Deleted Work Already Performed	Net Cost To Be Deleted	Cost Of Work Added	Net Cost Of Change	Reference
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3) - Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the Contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4) - Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5) - Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide full identification and explanation of them.

Under Column (6) - Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units To Be Completed	Contract Amount	Redetermina- tion Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost Elements	Incurred Cost- Preproduc- tion	Incurred Cost- Completed Units	Incurred Cost- Work In Process	Total Incurred Cost	Estimated Cost To Complete	Estimated Total Cost	Reference
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records.

(e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also how the costs would be allocated to the units at their various states of contract completion.

Under Columns (9) and (10) - Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in Contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11) - Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12) - Enter those necessary and reasonable costs that in Contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which Contractor's proposal relates.

Under Column (13) - Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

FORM APPROVED
OMB NO
3090-0116

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

3B TELEPHONE NO.

☐ FFP ☐ CPFF ☐ CP/F ☐ CPAF
☐ FPI ☐ OTHER (Specify)

A. COST	B. PROFIT/FEE	C. TOTAL
\$	\$	\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this total is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use some headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE

B. AUDIT OFFICE

☐ YES ☐ NO☐ YES ☐ NO

<input type="checkbox"/> ADVANCE PAYMENTS	<input type="checkbox"/> PROGRESS PAYMENTS
<input type="checkbox"/> GUARANTEED LOANS	

☐ YES ☐ NO☐ YES ☐ NO

14 COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-374 as amended and FAR PART 301-11.6)

☐ YES ☐ NO☐ YES ☐ NO☐ YES ☐ NO☐ YES ☐ NO

This proposal is submitted in response to the RFP contract modification, etc. in item 1 and reflects our best estimates and/or actual costs as of this date.

15. NAME AND TITLE (Typed)

26. NAME OF FIRM

17. SIGNATURE _____

18 DATE OF SUBMISSION

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20316

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Paul V. Smith

Administrator

Paula V. Smith

B0787
OF000

Page 1 of 6

LOCALITY	State: DISTRICT OF COLUMBIA-MARYLAND-VIRGINIA	DC-40-VA
	Area: MD: Calvert (009), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (037) Counties	
	VA: 5/	
Wage determination number: 80-1294 (Rev. 25)	Effective date: 11/19/86	
	Fringe benefit payments	
	Health & Welfare	Vacation
	Minimum hourly wage	Holiday
		Other

Class of service employees

1.	Secretary V	\$12.80
2.	Secretary IV	10.74
3.	Secretary III	10.06
4.	Secretary II	9.15
5.	Secretary I	8.35
6.	Stenographer II	10.41
7.	Stenographer I	9.29
8.	Transcribing-machine typist	9.03
9.	Typist II	7.64
10.	Typist I	6.79
11.	File clerk III	8.09
12.	File clerk II	6.09
13.	File clerk I	5.80
14.	Messenger	6.73
15.	Switchboard operator	6.30
16.	Switchboard operator-receptionist	6.96
17.	Order clerk II	7.92
18.	Order clerk I	7.17
19.	Accounting clerk IV	9.74
20.	Accounting clerk III	8.27
21.	Accounting clerk II	7.38
22.	Accounting clerk I	6.15

ATTACHMENT 4

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20310

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Paul V. Smith

Paul V. Smith

Administrative

page 2 of 6

State: <u>SISTRICT OF COLUMBIA-MARYLAND-VIRGINIA</u>	DC-MD-VA
Area: MD: Calvert (009), Charles (017) Montgomery (031), Prince Georges (033), and St. Mary's (037) Counties VA: <u>5/</u>	
LOCALITY	
Wage determination number: <u>80-1294 (Rev. 25)</u>	Date: <u>11/19/86</u>
Minimum hourly wage	Fringe benefits percentage
Health & Welfare	Vacation
Holiday	Other

Class of service employees

23.	Payroll clerk	\$7.78
24.	Key entry operator II	7.46
25.	Key entry operator I	6.62
26.	Computer programmer III <u>I/</u>	15.88
27.	Computer programmer II <u>I/</u>	13.76
28.	Computer programmer I <u>I/</u>	12.26
29.	Computer operator III	11.09
30.	Computer operator II	9.62
31.	Computer operator I	8.59
32.	Peripheral equipment operator	8.14
33.	Computer data librarian	8.72
34.	Drafter V	12.92
35.	Drafter IV	10.46
36.	Drafter III	9.12
37.	Drafter II	7.14
38.	Drafter I	6.01
39.	Technician III	14.26
40.	Technician II	10.69
41.	Technician I	8.42
42.	Computer systems analyst III <u>I/</u>	18.01
43.	Computer systems analyst II <u>I/</u>	15.49
44.	Computer systems analyst I <u>I/</u>	12.38
45.	Librarian	10.14
46.	Library worker	8.21

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20216

page 3 of 6

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Elia V. Smith

Administrative

Elia V. Smith

LOCALITY	State: DISTRICT OF COLUMBIA-MARYLAND-VIRGINIA	DC-MD-VA
	Area: MD: Calvert (009), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (037) Counties	
	VA: 5/	
Wage determination number: 80-1294 (Rev. 25)		
Date: 11/19/86		
Fringe benefit payments		
Minimum hourly wage	Health & retire	Vacation
	Holiday	Other

Class of service employees

47. Proof reader	\$7.40
48. Technical illustrator	10.59
49. Typist-file clerk	7.24
50. Photocopy machine operator	6.95
51. Cartographic technician	9.12
52. Word Processor II	9.25
53. Word Processor I	7.80
54. Receptionist	6.62
55. Exhibits specialist III	12.32
56. Exhibits specialist II	10.46
57. Exhibits specialist I	9.12
58. Illustrator III	12.92
59. Illustrator II	10.46
60. Illustrator I	9.12
61. Photographer III	12.92
62. Photographer II	10.46
63. Photographer I	9.12
64. Technical information specialist III	12.92
65. Technical information specialist II	10.46
66. Technical information specialist I	9.12
67. Registered industrial nurse	10.95
68. Meteorological technician/weather observer	8.42
69. Mail clerk	5.80
70. Test proctor	5.80
71. Training technician (learning resources center)	7.46
72. Laboratory technician	6.90

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20316

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Page 4 of 6

LOCALITY	State: District of Columbia-Maryland-Virginia	IC-ED-7A
	Area: MD: Calvert (009), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (037) Counties	
Wage determination number: 80-1294 (Rev. 25) Date: 11/19/8		
Class of service employee	Minimum hourly wage	Time benefit payments
	Health & Welfare	Vacation Holiday Other

Private benefits applicable to classes of service employees engaged in contract performance:

- 1/ Does not apply to employees employed in a bona fide executive, administrative or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156).
- 2/ \$.59 an hour or \$23.60 a week or \$162.26 a month.
- 3/ 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173).
- 4/ 9 paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved).
- 5/ Arlington (013), Fairfax (059), Fauquier (061), King George (099), Loudoun (107), Prince William (153) and Stafford (179) Counties; and the Independent Cities of Alexandria (201), Fairfax (267) and Falls Church (217).

Uniform Allowance: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employee, by state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 a week (or 67 cents a day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

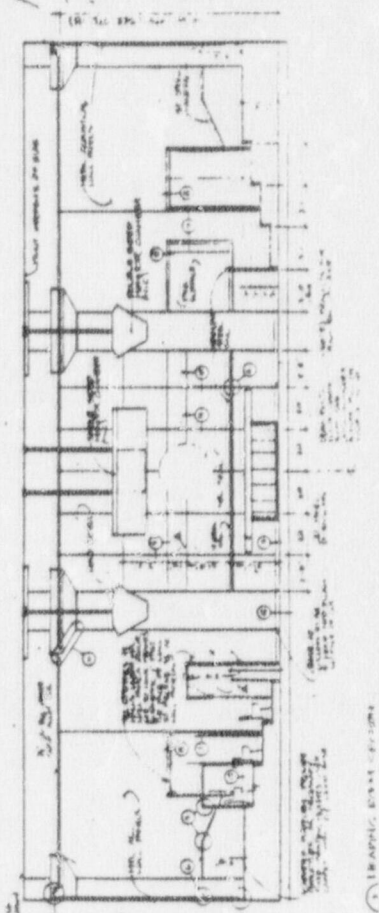
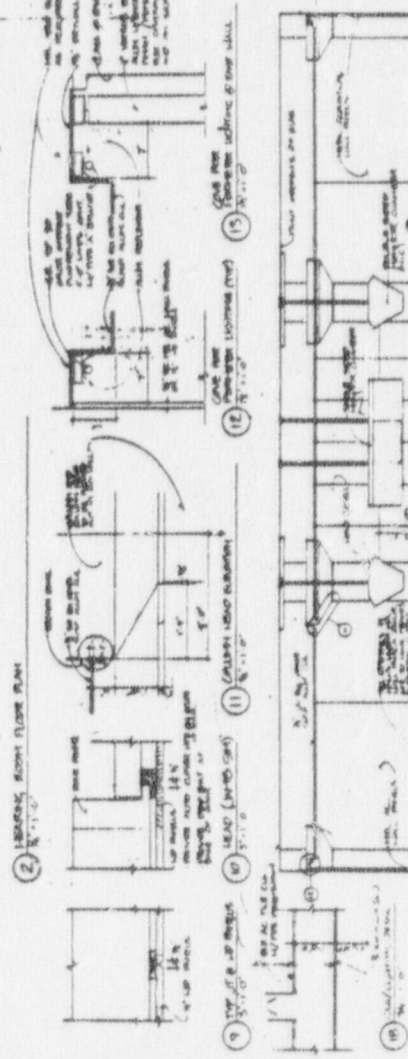
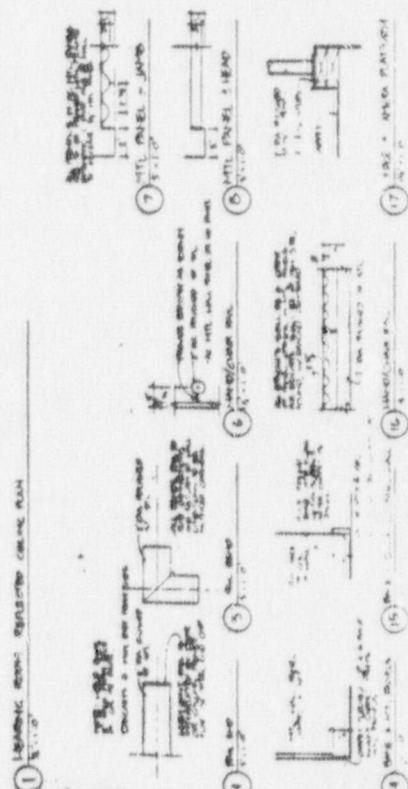
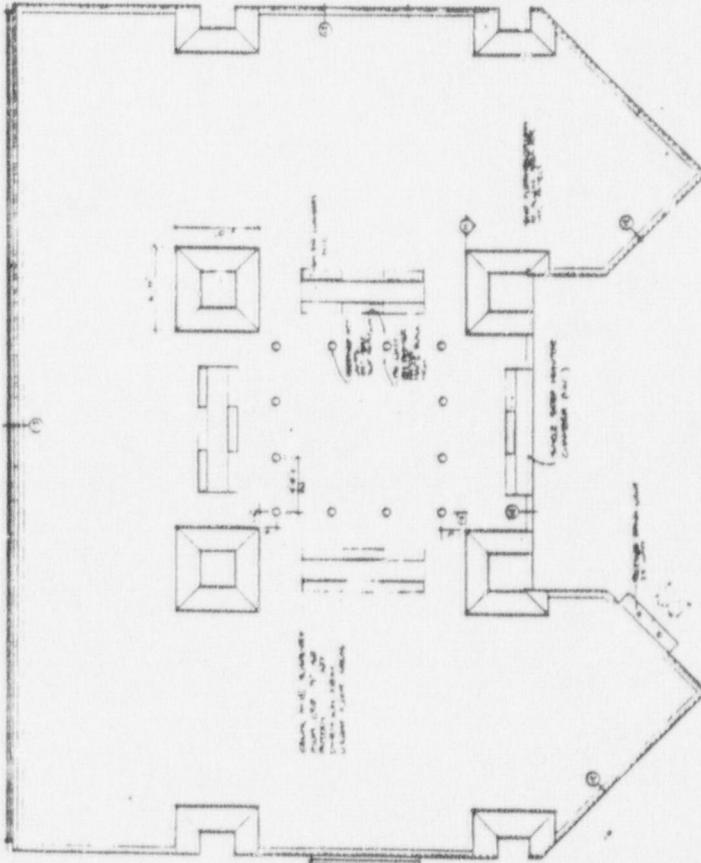
NOTE:

The contracting officer shall require that any class of service employee which is not listed herein 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. Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employees. 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. (See section 4.6(b)(2) of Regulations 29 CFR 4).

NOTE:

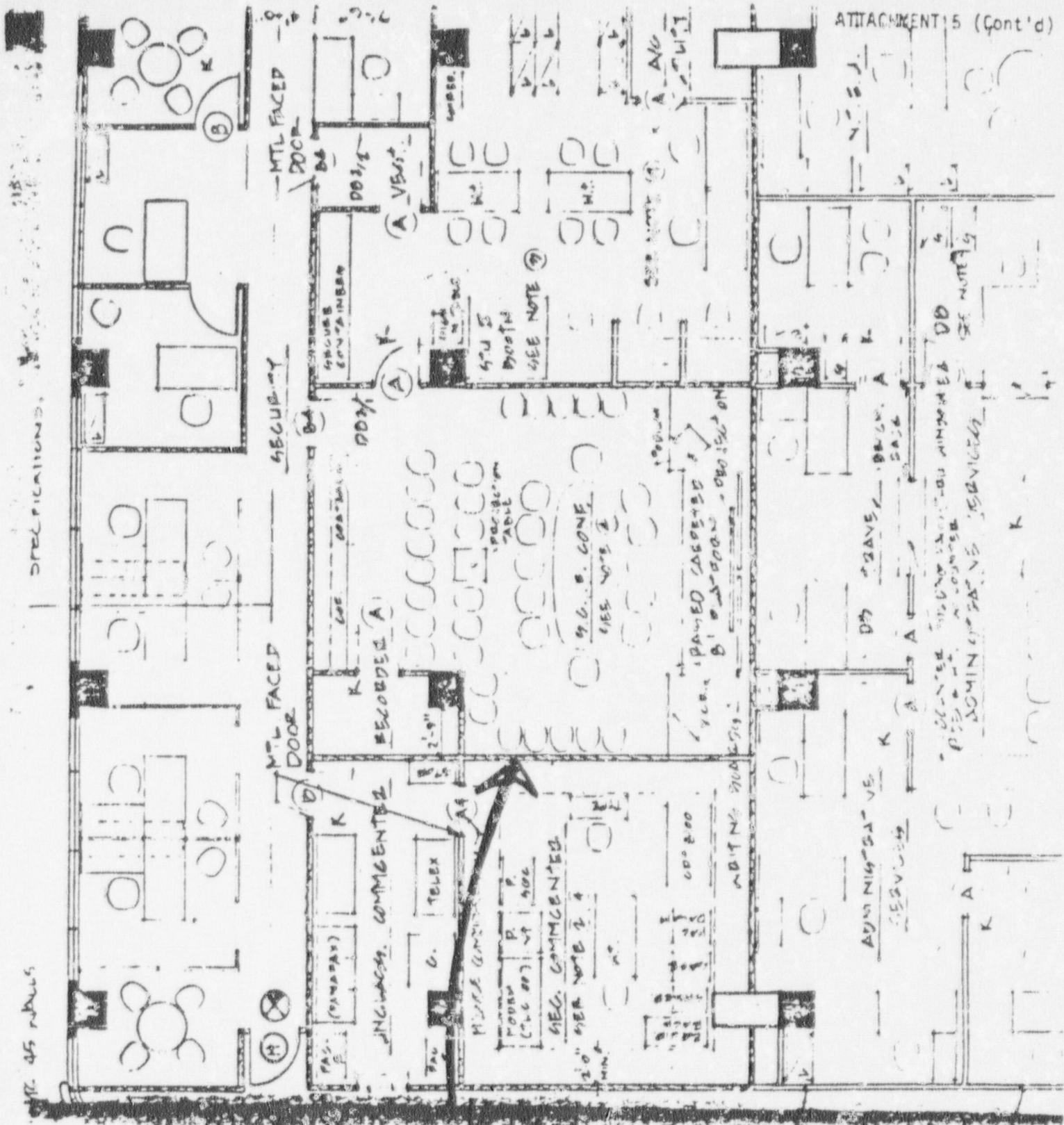
The definitions of the occupations set forth herein are contained in the SCA Directory of Occupations. Information may be obtained by contacting the: Administrator of Wage and Hour, U.S. Department of Labor, Washington, D.C. 20210.

Crope

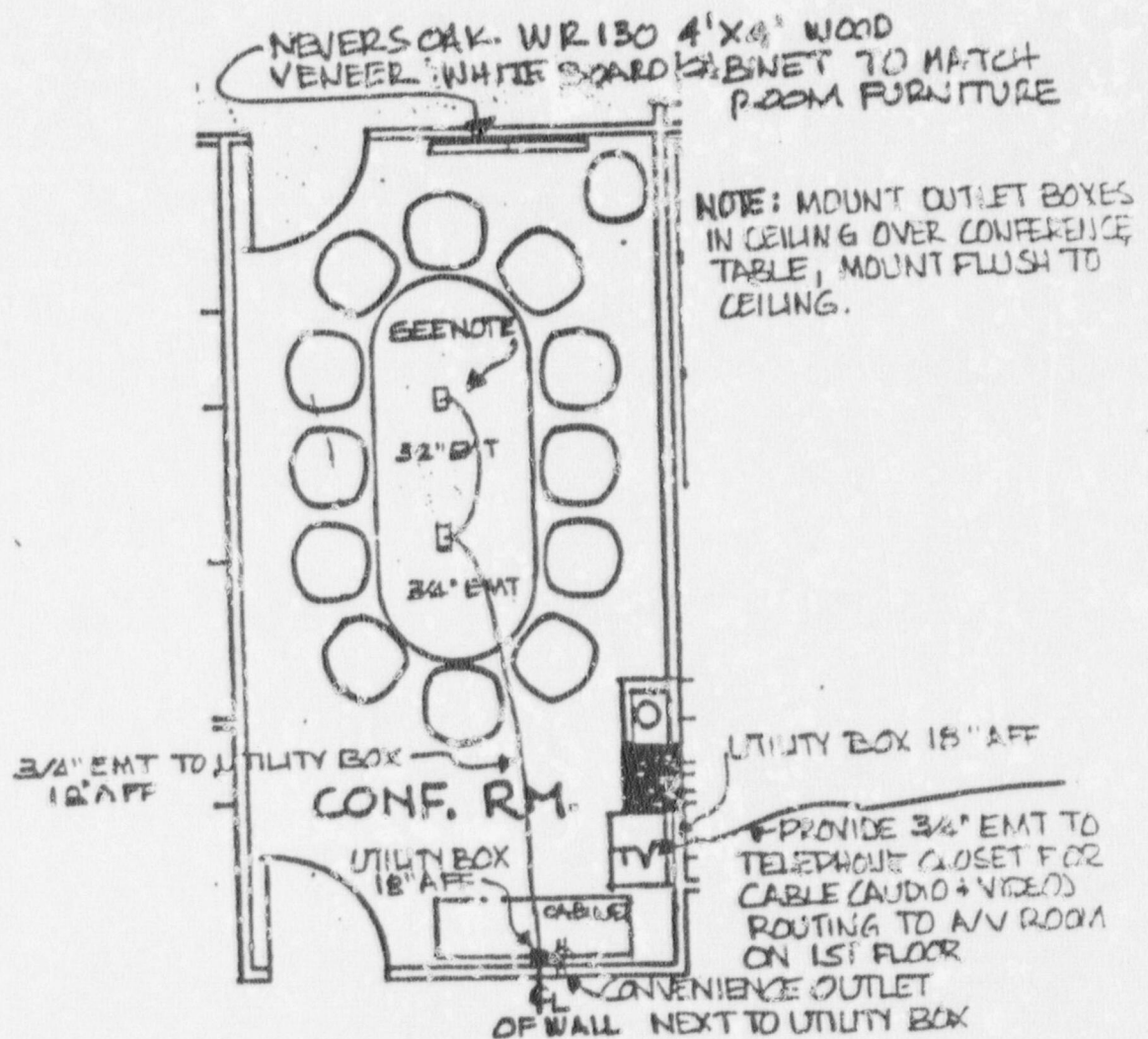


ATTACHMENT 5 (Cont'd)

BOB AND
F. H.



NUCLEAR REGULATORY COMMISSION 11-15-86
 17TH FLOOR - CONF. RM. CEILING CONDUIT RUNS
 NO SCALE

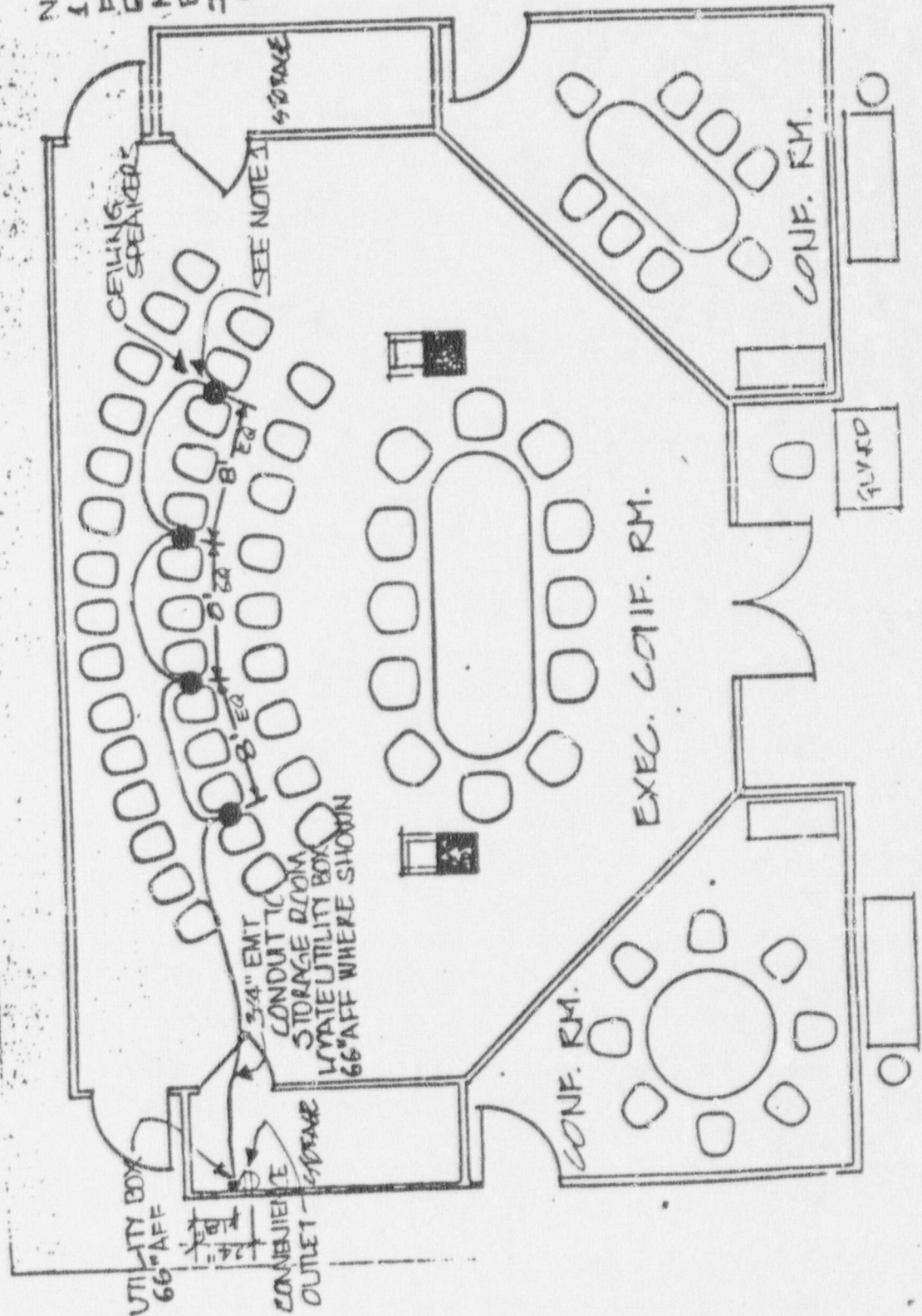


NOTE: ASSUMING LOCATION OF CASSETTE RECORDED TO BE CABINET SHOWN ON WALL NEXT TO TV.

NUCLEAR REGULATORY COMMISSION
18TH FLOOR - EXEC. CONF. RM.

11-15-86

CEILING CONDUIT RUNS
NO SCALE



NOTES:

1. PROVIDE 3/4" EMT FROM SOUNDOR E49 ENCLOSURES W/ PR412 MOUNTINGS PROVIDED BY E. C.
2. PROVIDE CONVENIENCE OUTLET IN STORAGE ROOM WHERE INDICATED

NUCLEAR REGULATORY COMMISSION

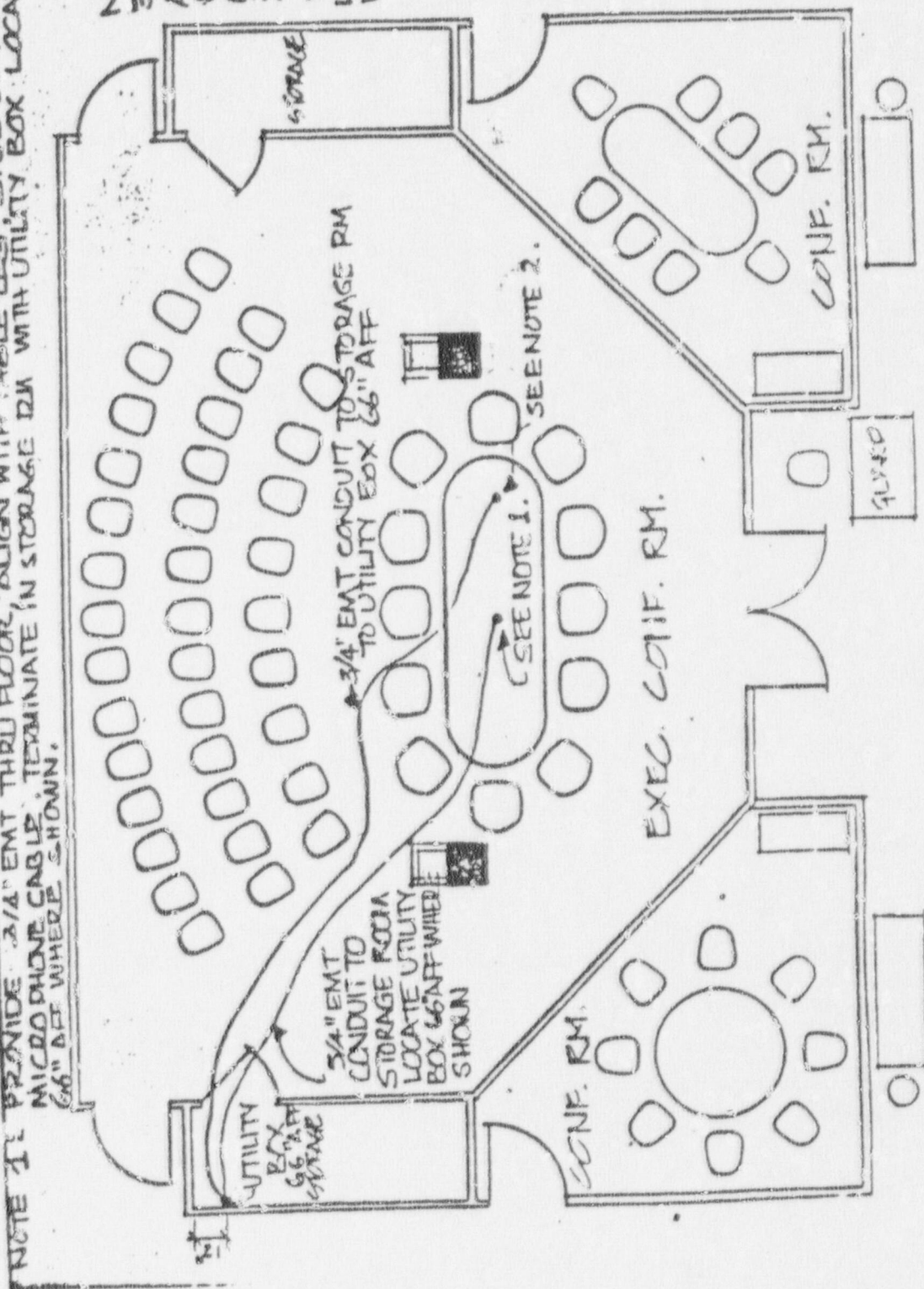
11-15-86

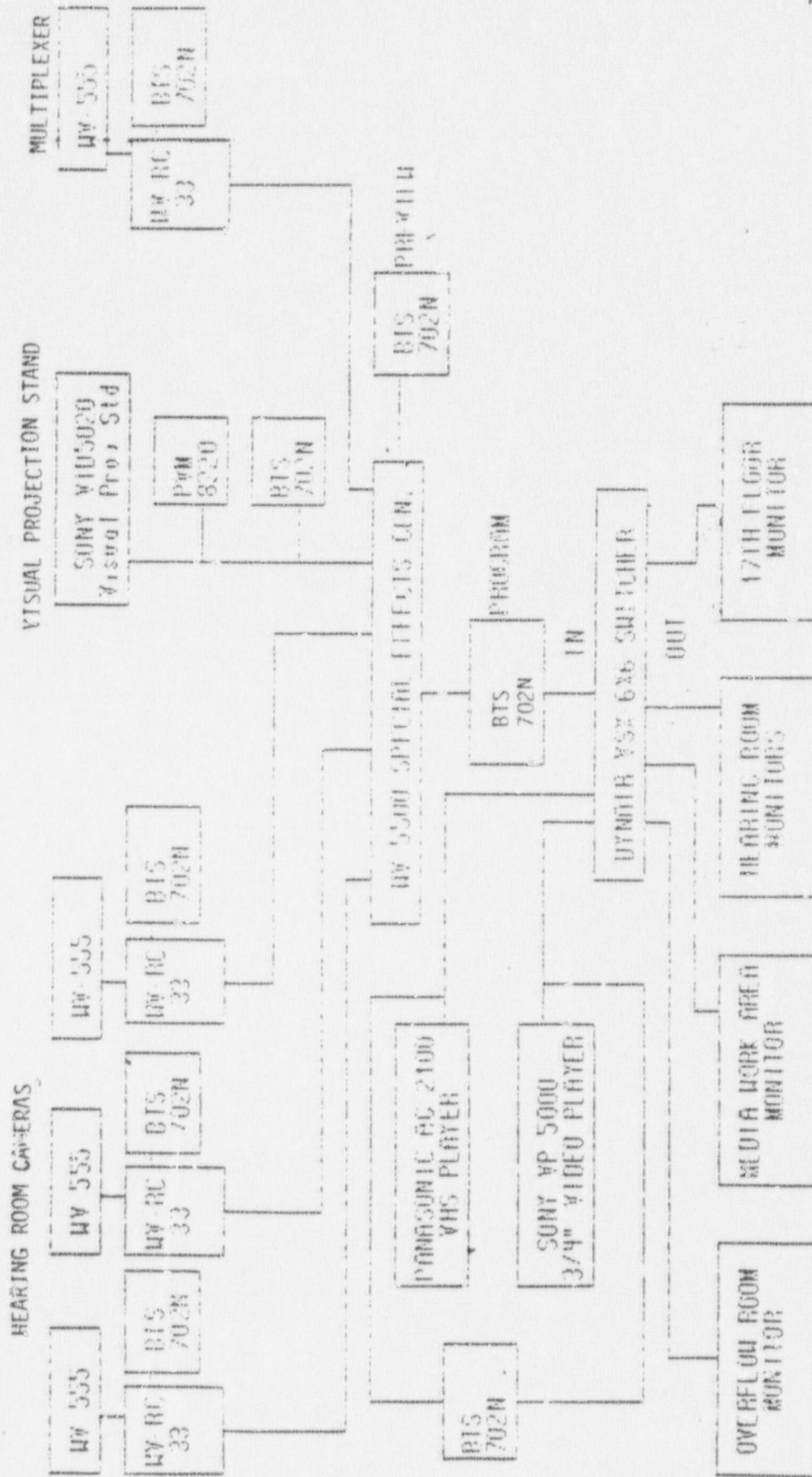
18TH FLOOR EXEC. CONF. RM. FLOOR CONDUIT RUNS

NO SCALE

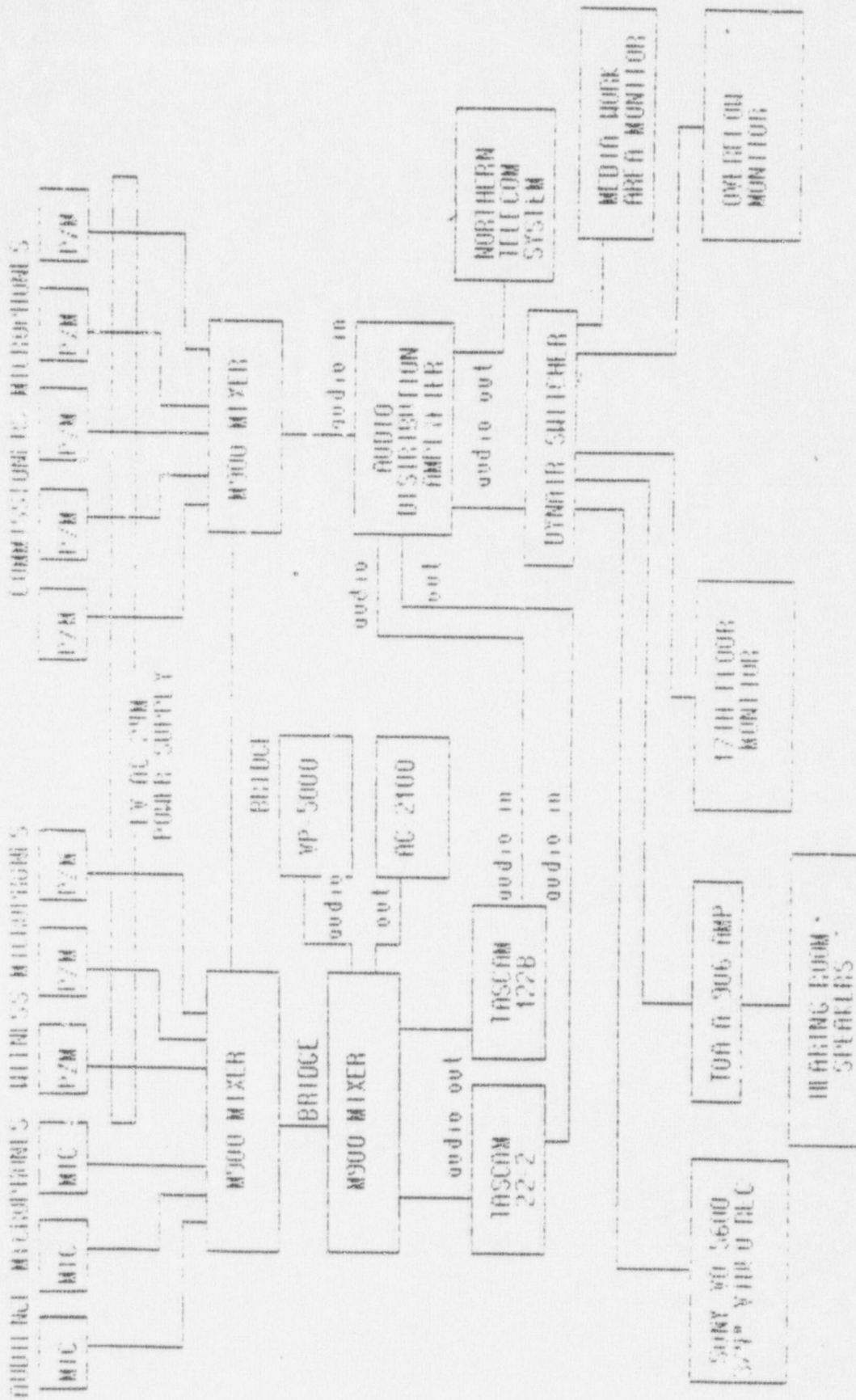
NOTE 1: PROVIDE 3/4" EMT THRU FLOOR, ALIGN WITH TABLE LEGS, STUB UP 1" FOR MICROPHONE CABLE. TERMINATE IN STORAGE RM WITH UTILITY BOX. LOCATE 66" AFF WHERE SHOWN.

NOTE 2: PROVIDE 3/4" EMT THRU FLOOR ALIGN WITH TABLE LEGS, STUB UP 1" FOR AUDIO FEED CABLE TO STENOGRAPHY. TERMINATE IN STORAGE ROOM IN UTILITY BOX LOCATED 66" AFF WHERE SHOWN.





COMMISSIONERS HEARING ROOM VIDEO SYSTEM

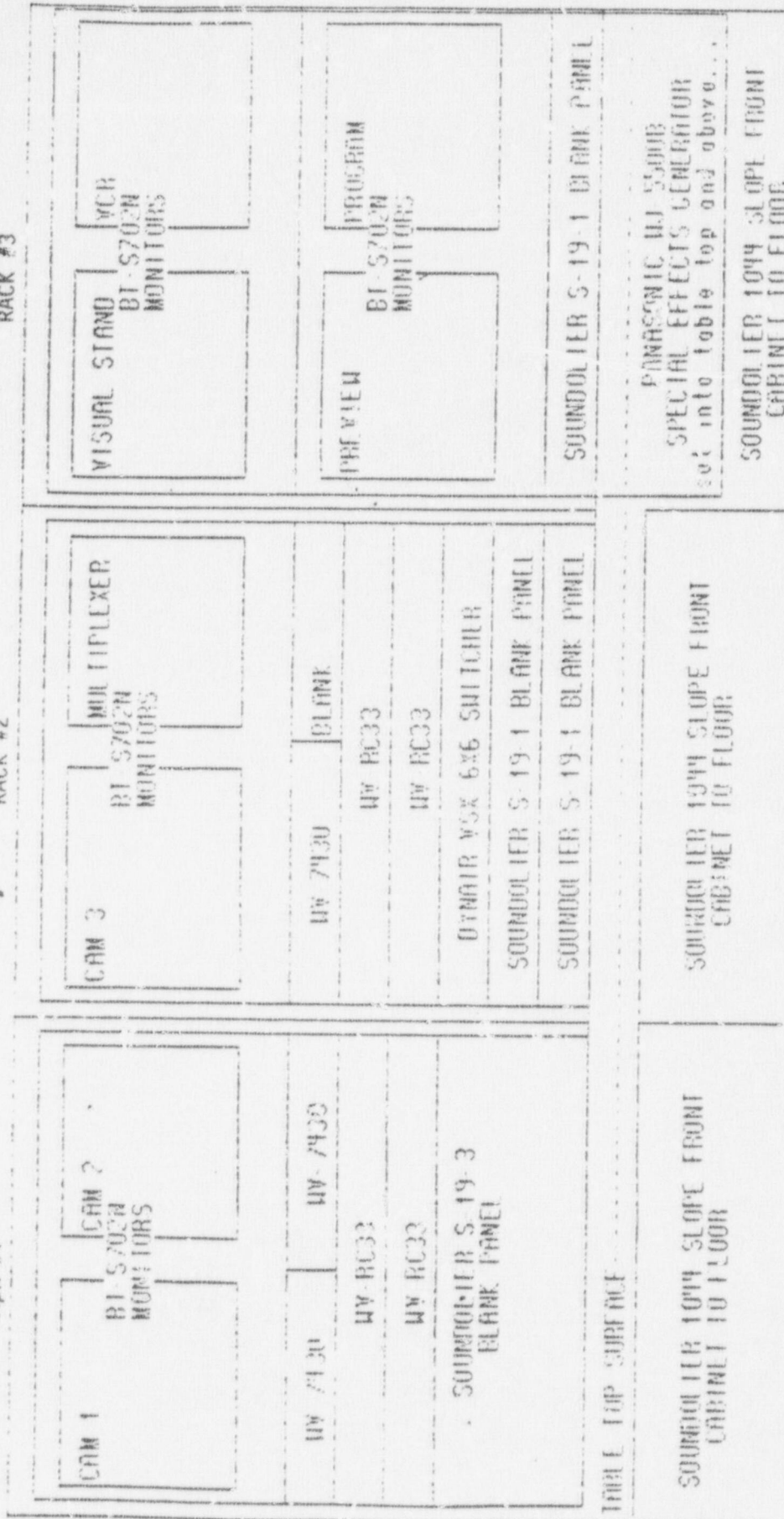


COMMISSIONERS HEARING ROOM AUDIO SYSTEM

RACK #3

RACK #2

RACK #1



SOUNDOLIER 1014-45
45 DEGREE WEDGE BETWEEN

SOUNDOLIER 1014-45
45 DEGREE WEDGE BETWEEN

NOTE: Rack cabinets form 90 degree turn with the 2-45 degree wedges

COMMISSIONERS HEARING ROOM - AY CENTER EQUIPMENT RACKS

ATTACHMENT 6 (Cont'd)

RACK # 4

MINSTER
VIDEO
RACK

SONY VO-5000 3/4" VIDEO REC.	6 rack units
SONY VO-5000 3/4" VIDEO PLAYER	6 rack units
TASCAM 20-2 REEL TO REEL REC.	8 rack units
TASCAM 1120 CASSETTE REORDER	4 rack units
PANASONIC AG-2100 VHS PLAYER	4 rack units
TOA H-900 AMPLIFIER	3 rack units
TOA H-900 MIXER	2 rack units
TOA H-900 MIXER	2 rack units
TOA H-900 MIXER	2 rack units
TOA EQ910 EQUALIZER	2 rack units
TOA 110	1 rack unit

70" TOTAL RACK HEIGHT

40 TOTAL RACK UNITS

COMMISSIONERS HEARING ROOM - AV CENTER EQUIPMENT RACK

EQUIPMENT LIST
(See NOTE in Section C.1.2)

(1) Commissioners' Hearing Room (1st Floor)

<u>Item No.</u>		<u>Quantity</u>
1	Panasonic WV-555A professional color cameras Manufacturer _____ Model _____ Model No. _____	EA 4
2	Panasonic A10x10BRMV Fujinon motorized zoom lenses Manufacturer _____ Model _____ Model No. _____	EA 4
3	Panasonic WV-RC32 remote camera controls Manufacturer _____ Model _____ Model No. _____	EA 4
4	Panasonic 32A50 RCU cable 50' Manufacturer _____ Model _____ Model No. _____	EA 4
5	Buhl #573-200 mobile multiplexer Manufacturer _____ Model _____ Model No. _____	EA 1
6	Buhl table for multiplexer Manufacturer _____ Model _____ Model No. _____	EA 1
7	Kodak Ektagraphic III E projectors Manufacturer _____ Model _____ Model No. _____	EA 2
8	Kodak AV-22 slide dissolve unit Manufacturer _____ Model _____ Model No. _____	EA 1

<u>Item No.</u>		<u>Quantity</u>
9	Elmo 16CL-TC 16mm multiplex quality movie projector Manufacturer _____ Model _____ Model No. _____	EA 1
10	Buhl #575-125 lens for Elmo 16mm Manufacturer _____ Model _____ Model No. _____	EA 1
11	Laird Telemedia #1060 pointer remote controlled Manufacturer _____ Model _____ Model No. _____	EA 1
12	Laird Telemedia Cable for above Manufacturer _____ Model _____ Model No. _____	EA 1
13	Sony VO-5600 3/4" VCR player/recorder Manufacturer _____ Model _____ Model No. _____	EA 1
14	Sony VP-5000 3/4" VCR player Manufacturer _____ Model _____ Model No. _____	EA 1
15	Panasonic AG-2100 VHS VCR Manufacturer _____ Model _____ Model No. _____	EA 1
16	Dynair VSX-6X6A-S Manufacturer _____ Model _____ Model No. _____	EA 1
17	Mitsubishi CK3502 35" color monitors Manufacturer _____ Model _____ Model No. _____	EA 10
18	Crown PZM PCC-160 microphones with power supplies Manufacturer _____ Model _____ Model No. _____	EA 6

<u>Item No.</u>		<u>Quantity</u>
19	TOA M900 mixers, 6 mic input Manufacturer _____ Model _____ Model No. _____	EA 3
20	TOA H-01F transformers Manufacturer _____ Model _____ Model No. _____	EA 11
21	TOA X-01F transformers Manufacturer _____ Model _____ Model No. _____	EA 6
22	Panasonic WV-7230B pan-tilt units Manufacturer _____ Model _____ Model No. _____	EA 3
23	Panasonic WV-7430 remote controls Manufacturer _____ Model _____ Model No. _____	EA 3
24	Sony PVN 8221 8" color monitors (To be recessed in the Hearing Room table. Dimensions: 8-5/8" W x 9-1/8" H x 12-3/4"D) Manufacturer _____ Model _____ Model No. _____	EA 5
25	TOA A906 amplifier Manufacturer _____ Model _____ Model No. _____	EA 1
26	Tascam 22-2 tape recorder Manufacturer _____ Model _____ Model No. _____	EA 1
27	Tascam RM42 rack mount Manufacturer _____ Model _____ Model No. _____	EA 1
28	Tascam 122B cassette recorder Manufacturer _____ Model _____ Model No. _____	EA 1

Item No.		Quantity
29	Tascam AH50 rack mount Manufacturer _____ Model _____ Model No. _____	EA 1
30	TOA EQ910 equalizer Manufacturer _____ Model _____ Model No. _____	EA 1
31	Panasonic WJA01 Rack Mount Frames Manufacturer _____ Model _____ Model No. _____	EA 2
32	Panasonic BT-S702N 7" monitors Manufacturer _____ Model _____ Model No. _____	EA 4
33	Tellabs 56 Port Conference Bridge System with Manufacturer's Recommended System Spare Package Manufacturer _____ Model _____ Model No. _____	EA 1
34	Sony VID-5020 visual projection stand Manufacturer _____ Model _____ Model No. _____	EA 1
35	AMX MX-20 with Custom Lightbox Manufacturer _____ Model _____ Model No. _____	EA 1
36	Soundolier FC104-T70 speakers Manufacturer _____ Model _____ Model No. _____	EA 7
37	Soundolier T730-4 speaker baffles Manufacturer _____ Model _____ Model No. _____	EA 7
38	Electrovoice AC24M power supply Manufacturer _____ Model _____ Model No. _____	EA 1

<u>Item No.</u>		<u>Quantity</u>
39	Electrovoice RE11 Microphones Manufacturer _____ Model _____ Model No. _____	EA 3
40	Atlas M12S microphone stands Manufacturer _____ Model _____ Model No. _____	EA 3
41	Sigma ADA110 audio dist. amplifier Manufacturer _____ Model _____ Model No. _____	EA 3
42	Soundolier 1044 cabinets Manufacturer _____ Model _____ Model No. _____	EA 3
43	Soundolier 45-degree wedges Manufacturer _____ Model _____ Model No. _____	EA 2
44	Winstead V8501 rack Manufacturer _____ Model _____ Model No. _____	EA 1
45	Soundolier trim accessories Manufacturer _____ Model _____ Model No. _____	EA 1
46	Soundolier side panel 1044 LRP Manufacturer _____ Model _____ Model No. _____	EA 1
47	Soundolier SH19-7 shelf Manufacturer _____ Model _____ Model No. _____	EA 1
48	Soundolier writing surfaces Manufacturer _____ Model _____ Model No. _____	EA 3

<u>Item No.</u>		<u>Quantity</u>
49	Panasonic WJ-5500 Special Effects Manufacturer _____ Model _____ Model No. _____	EA 1
50	Electrovoice AC24S expanders Manufacturer _____ Model _____ Model No. _____	EA 2
51	Sony PVM-8220 8" color Monitor Manufacturer _____ Model _____ Model No. _____	EA 1
52	SESCOM Wall Mount Mult Box (Model MB2) Manufacturer _____ Model _____ Model No. _____	EA 1
53	Panasonic CT-260M 26" color monitor Manufacturer _____ Model _____ Model No. _____	EA 3

(2) SCIF Conference Room Equipment List (2nd Floor)

<u>Item No.</u>		<u>Quantity</u>
1	Sony CVM-2560 25" color Monitor Manufacturer _____ Model _____ Model No. _____	EA 2
2	Wilson #200C Ceiling Mounts Manufacturer _____ Model _____ Model No. _____	EA 2
3	Shure M267 Mixer Manufacturer _____ Model _____ Model No. _____	EA 1
4	Crown PZM PCC-160 Microphones with power supplies Manufacturer _____ Model _____ Model No. _____	EA 3

(3) Chairman's Conference Room Equipment List (17th Floor)

<u>Item No.</u>		<u>Quantity</u>
1	Crown PZM PCC-160 microphones w/power supplies Manufacturer _____ Model _____ Model No. _____	EA 2
2	Shure M267 mixer Manufacturer _____ Model _____ Model No. _____	EA 1
3	Technics RST80R dual recording cassette recorder capable of recording 3 hours continuous record on 2-C90 cassettes Manufacturer _____ Model _____ Model No. _____	EA 1
4.	Technics EAH-T6 headset for monitoring Manufacturer _____ Model _____ Model No. _____	EA 1
5	Panasonic CT-2600M 26" color Monitor Manufacturer _____ Model _____ Model No. _____	EA 1

(4) Commissioners' Conference Room Equipment List (18th Floor)

<u>Item No.</u>		<u>Quantity</u>
1	Crown PZM PCC-160 microphones w/power supplies Manufacturer _____ Model _____ Model No. _____	EA 2
2	Soundolier FC104-T70 speakers Manufacturer _____ Model _____ Model No. _____	EA 4
3	Soundolier T730-4 speaker baffles Manufacturer _____ Model _____ Model No. _____	EA 4

<u>Item</u> <u>No.</u>		<u>Quantity</u>
4	Soundolier 600-12 wall mounted equipment rack w/locking door Manufacturer _____ Model _____ Model No. _____	EA 1
5	TOA A903 amplifier Manufacturer _____ Model _____ Model No. _____	EA 1
6	TOA H-01F transformers Manufacturer _____ Model _____ Model No. _____	EA 2
7	TOA rack mount kit for A903 amp Manufacturer _____ Model _____ Model No. _____	EA 1
8	Technics RST80R dual recording cassette recorder capable of recording 3 hours continuous record on 2-C90 cassettes Manufacturer _____ Model _____ Model No. _____	EA 1
9	Technics EAH-T6 headset for monitoring Manufacturer _____ Model _____ Model No. _____	EA 1

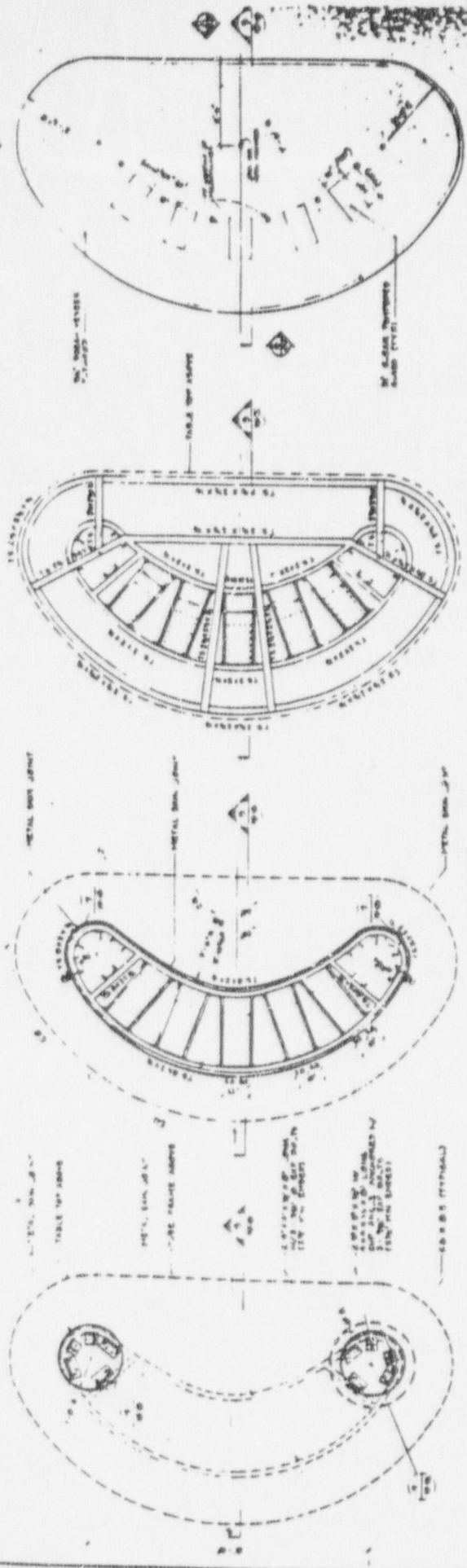


TABLE TOP PLAN
1/8" = 1'-0"

TABLE TOP FRAMING PLAN
1/8" = 1'-0"

TABLE BASE FRAMING PLAN
1/8" = 1'-0"

FRONT ELEVATION
1/8" = 1'-0"

REAR ELEVATION
1/8" = 1'-0"

SIDE ELEVATION
1/8" = 1'-0"

SECTION
1/8" = 1'-0"

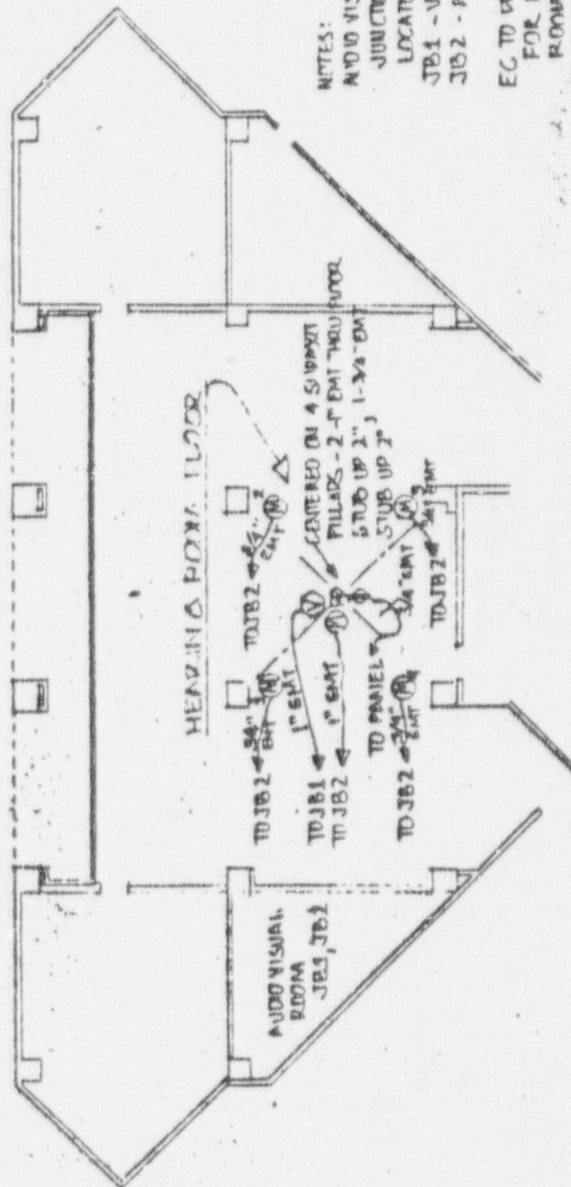
DETAIL JOINT
1/8" = 1'-0"

ENLARGED TABLE BASE PLAN & SECTION @ TABLE BASE
1/8" = 1'-0"

DETAIL
1/8" = 1'-0"

DETAIL
1/8" = 1'-0"

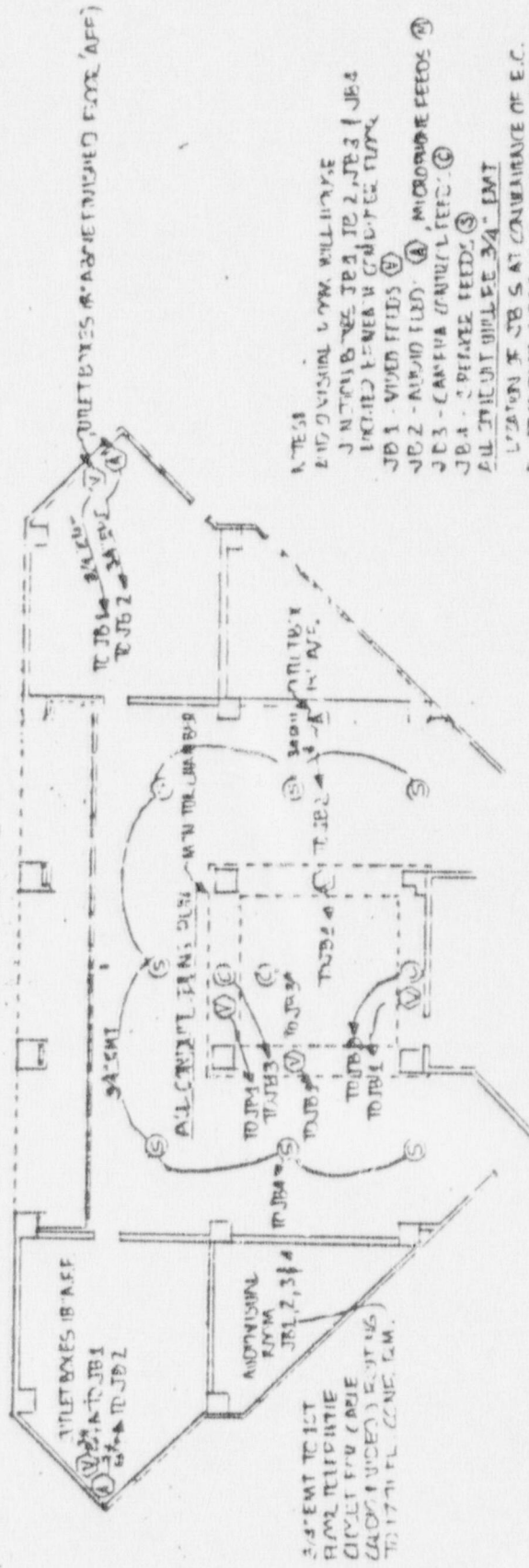
CONDUIT RUNS FOR HEARING ROOM TABLE



NOTES:

- 1. NO VISUAL ROOM - WILL HOUSE JUNCTION BOXES JB1 & JB2 LOCATED BENEATH COMPUTER CLO. JB1 - VIDEO FEEDS (V) JB2 - AUDIO FEEDS (A), MICROPHONE FEED (M) EC TO PROVIDE 270VOLT CIRCUIT FOR LATER CONNECTION TO HEARING ROOM TABLE ELECTRICAL EC TO PROVIDE DATA LINE IN ALL CONDUIT THERE SHALL NOT BE ANY INTERFERENCE PULL PONES
- 2. SHALL BE FLOOR MOUNTED MICROPHONE JACK BOXES - SOUND GUARD MPEI PROVIDED BY EC.

JUNCTION BOXES & CONDUIT PLANS



- NOTES
- 1. 3/4\"/>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

Three (3)

3. EFFECTIVE DATE

June 17, 1987

4. REQUISITION/PURCHASE REQ. NO.

ADM-87-211

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

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

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

OFFERORS IN THE COMPETITIVE RANGE

MARYLAND SOUND INDUSTRIES, INC.
4900 WETHEREDSVILLE ROAD
BALTIMORE, MARYLAND 21207

9A.

AMENDMENT OF SOLICITATION NO.

X

RS-ADM-87-211

9B. DATED (SEE ITEM 11)

3/26/87

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

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

(a) By completing Items 8 and 15, and returning 2/signed copies of the amendment; (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS 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 each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☒

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2/signed copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to provide further clarification, in addition to that provided in Amendment No. 2, on the Telephone Conference Bridge System requirement.

Section C.1.2.C, Telephone Conference Bridge System, the last sentence is deleted in its entirety and the following is substituted therefor:

"Muting features for all ports are required. The switching bridge must provide voice level compensation to automatically maintain voice quality and normal audible levels regardless of the number of users at any given time."

The time and date for receipt of Best and Finals remains at 1:00 p.m., June 23, 1987.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

WILLIAM E. PARRY, GENERAL MANAGER

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Timothy F. Hagan

15B. CONTRACTOR OFFICIAL NO.

15C. DATE SIGNED

6-18-87

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

6/17/87

Signature of person authorized to sign)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. **TWO (2)** 3. EFFECTIVE DATE **June 15, 1987** 4. REQUISITION/PURCHASE REQ. NO. **ADM-87-211** 5. PROJECT NO. (If applicable) **1 1 2**

6. ISSUED BY **U. S. Nuclear Regulatory Commission
Division of Contracts
Washington, DC 20555** 7. ADMINISTERED BY (If other than Item 6) **CODE**

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

OFFERORS IN THE COMPETITIVE RANGE

**MARYLAND SOUND INDUSTRIES, INC.
4900 WETHEPESVILLE ROAD
BALTIMORE, MARYLAND 21207**

CODE **FACILITY CODE**

9A. AMENDMENT OF SOLICITATION NO. **RS-ADM-87-211**
9B. DATED (SEE ITEM 11) **3/26/87**
10A. MODIFICATION OF CONTRACT/ORDER NO.
10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers 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 completing forms 8 and 15, and returning **2 signed** copies of the amendment; (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS 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 each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The above solicitation is amended as follows:

1. Section C.1.2.C, Telephone Conference Bridge System, is deleted in its entirety and the following is substituted in lieu thereof:

"C.1.2.C Telephone Conference Bridge System

The Contractor shall install a two-way telephone conference switching bridge to interface with the Hearing Room Audio System in the AV Control Room (1st floor). The bridging system must have a 56-port

As provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

NAME AND TITLE OF SIGNER (Type or print) **WILLIAM E. PARRY, GENERAL MANAGER** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **Timothy F. Hagan**
15C. DATE SIGNED **6-16-87** 16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign) BY **(Signature of Contracting Officer)** 16C. DATE SIGNED **6/15/87**

rotary access capability for up to 56, 2-way calls simultaneously. The switching bridge must have adaptive equalization features to maintain quality signal levels when line characteristics change, and muting features for all ports."

2. Section C.1.2.H, Installation Schedule, is deleted in its entirety and the following is substituted in lieu thereof:

"C.1.2.H Installation Schedule

- (1) The NRC Project Officer will notify the Contractor, in writing, when the interior construction at the White Flint North Building is sufficiently completed to allow work on these audiovisual systems to begin; this is tentatively schedule for September/October 1987.
- (2) Final installation of equipment, testing and balance required for "turn-key" operation shall be completed as follows:

Commissioners' Hearing Room	- 15 weeks after Project Officer notification specified in (1) above.
SCIF, Chairman's and Commissioners' Conference Rooms	- 17 weeks after Project Officer notification specified in (1) above."