

PART I

SOLICITATION, OFFER AND AWARD

3. CERTIFIED FOR NATIONAL DEFENSE UNDER OPS REG. 1 AND/OR CDS REG. 1
RATING

1. CONTRACT (FPMR REG. 101-11.6) NO.

2. SOLICITATION NO.

RS-ADM-81-411

☐ ADVERTISED (SPB)☒ NEGOTIATED (SPB)

5. DATE ISSUED

4/13/81

6. REGISTRATION/PURCHASE REQUEST NO.

RFPA No. ADM-81-411

7. ISSUED BY

CODE

8. ADDRESS OFFER TO (if other than block 7)

Same as Block 7

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

In advertisement procurement "offer" and "offeror" shall be construed to mean bid and bidder

SOLICITATION

9. Sealed offers in three (3) copies

if handwritten, in the dispenser located in

Room 286, 7915 Eastern Avenue

Silver Spring, MD 20910

until 10:00 a.m., local time April 17, 1981

(Hour)

(Date)

If this is an advertised solicitation, offers will be publicly opened at that time.

CAUTION - LATE OFFERS: See para. 7 and 8 of Solicitation Instructions and Conditions.

All offers are subject to the following:

(Telegraphic responses are not authorized)

1. The Solicitation Instructions and Conditions, SF 33-A, January 1978

edition which is attached or incorporated herein by reference.

2. The General Provisions, SF 32,

edition, which is attached or incorporated herein by reference.

3. The Schedule included herein and/or attached hereto.

4. Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference.

(Attachments are listed in schedule.)

FOR INFORMATION CALL (Name & telephone no.) (No collect calls)

Mr. Timothy F. Wagan

(301) 427-4420

SCHEDULE

10. ITEM NO.	11. SUPPLIES/SERVICES	12. QUANTITY	13. UNIT	14. UNIT PRICE	15. AMOUNT
	SEE PART III OF THIS SOLICITATION PACKAGE				\$133,240

See continuation of schedule on page 4

OFFER (pages 2 and 3 must also be fully completed by offeror)

In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (70) calendar days unless a different period is inserted 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 price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

16. DISCOUNT FOR PROMPT PAYMENT (See par. 8 of SF 33-A)

1/10 CALENDAR DAYS

2/10 CALENDAR DAYS

3/10 CALENDAR DAYS

4/ CALENDAR DAYS

17. OFFEROR

CODE

FACILITY CODE

18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)NAME AND ADDRESS
(Street, city, county, State and ZIP code)

Lunsford-McKee & Associates, Inc.

P. O. Box 192

Boonsboro, MD 21713

AREA CODE AND TELEPHONE NO.

301-432-5748

R. C. Lunsford III, President

19. SIGNATURE

20. OFFER DATE

☐ Check if handwritten address is different from above - enter such address in Schedule

* See below

4/16/81

AWARD (To be completed by Government)

21. ACCEPTED AO TO ITEMS NUMBERED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES (4 copies unless otherwise specified)

25. ADDRESS SHOWN IN BLOCK

26. NEGOTIATED PURSUANT TO

10 U.S.C. 2304(a)

Y 41 U.S.C. 252(c)

27. ADVERTISED BY

CODE

28. PAYMENT WILL BE MADE BY

CODE

29. NAME OF CONTRACTING OFFICER (Type or print)

29. UNITED STATES OF AMERICA

BY

(Signature of contracting officer)

30. AWARD DATE

Award will be made on this item or on Standard Form 28, or on other official written notice

33-131

* PRINCIPAL PLACE OF PERFORMANCE:

Standard Form 33 Page 1 (REV. 3-77)
Prescribed by GSA, FPMR (41 CFR) 101-11.6

8106040 552

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

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

The offeror represents as part of his offer that:

1. SMALL BUSINESS (See par. 14 on SF 33-A.)

He ☒ is, ☐ is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder ☐ will, ☐ will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. MINORITY BUSINESS ENTERPRISE

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

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

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

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

(a) He ☐ has, ☒ has not, employed or retained any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he ☐ has, ☒ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1.1.5.)

5. TYPE OF BUSINESS ORGANIZATION

He operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☒ a corporation, incorporated under the laws of the State of Delaware.

6. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He ☐ is, ☒ is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY
AND MAIN OFFICE ADDRESS
(Include ZIP code)

C. EMPLOYER'S IDENTIFICATION NUMBER (SEE PAR. 17 ON SF 33-A.)

OFFEROR'S ZIP CODE

PARENT COMPANY'S ZIP CODE

7. EQUAL OPPORTUNITY

(a) He ☐ has, ☒ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, that he ☐ has, ☒ has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he ☐ has developed and has on file, ☒ has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) he ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

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

1. BUY-AMERICAN CERTIFICATE

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

EXCLUDE THE PRODUCTS

COUNTRY OF ORIGIN

2. **CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-3(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed contract ☐ has, ☒ has not, been listed on the Environmental Protection Agency List of Violating Facilities.
- (b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.
- (c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

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

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

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

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

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

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

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

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

Continued on Page 4

ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:

AMENDMENT NO	DATE	AMENDMENT NO	DATE

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART I

Representations, Certifications, and Acknowledgments - Continued SF-33 (Page 3)

5. WOMAN-OWNED BUSINESS

Concern is ☐ is not ☒ a woman-owned business. The business is publicly owned, a joint stock association, or a business trust ☐ yes ☐ no. The business is ☐ certified ☐ not certified.

A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

6. PERCENT OF FOREIGN CONTENT

The offeror/contractor will represent (as an estimate), immediately after the award of a contract, the percent of the foreign content of the item or service being procured expressed as a percent of the contract award price (accuracy within plus or minus 5 percent is acceptable).

7. NON-DISCRIMINATION BECAUSE OF AGE CERTIFICATION (1-12.1001)

The offeror hereby acknowledges:

- (a) In the performance of Federal contracts, he and his subcontractors shall not in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational retirement plan, or statutory requirement, and
- (b) That contractors and subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based on a bona fide occupational qualification, retirement plan, or statutory requirement.

8. CERTIFICATION OF RECOVERED MATERIALS (1-1.2504(b))

The offeror/contractor certifies that recovered materials will be used as required by specifications referenced in the solicitation/contract.

SECTION 8 - CONTRACT FORM & REPRESENTATIONS, CONDITIONS & OTHER STATEMENTS
OF OFFEROR (Continued)

8. UTILIZATION OF MINORITY BUSINESS ENTERPRISES (FPR 1-1.1310-2)

- a. The Utilization of Minority Business Enterprises clause shall be included in all contracts in amounts which may exceed \$10,000 except (1) contracts which, including all subcontracts thereof, are to be performed entirely outside the United States, its possessions, and Puerto Rico, and (2) contracts for services which are personal in nature.

- 1. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government Contracts.

- 2. The Contractor agrees to use his best effort to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

9. UTILIZATION OF SMALL BUSINESS CONCERNS (FPR 1-1.710-3)

- a. The Utilization of Small Business Concerns clause shall be included in all contracts in amounts which may exceed \$10,000 except (1) contracts which, including all subcontracts there under, are performed entirely outside the United States, its possessions, and Puerto Rico, and (2) contracts for services which are personal in nature.

- 1. It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with Small Business Concerns.

- 2. The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

10. CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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

The award to Lunsford-McKee & Associates, Inc. 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 paragraph 20-1.5403(b)(1).

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

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

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

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

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

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

11. COST ACCOUNTING STANDARDS (Applicable only to negotiated contracts exceeding \$100,000 except when: see Federal Procurement Regulation, Temporary Regulation 44 dated March 29, 1978).

It has been determined by the Contracting Officer or his duly authorized representative that this requirement is not in support of the national defense pursuant to 4 CFR 331.20(b).

A. COST ACCOUNTING STANDARDS ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 4 CFR 332, and elects to do so, he shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☒ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(2), and certifies that he is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during his cost accounting period immediately preceding the period in which this proposal was submitted, he received less than \$10 million in awards of CAS covered national defense prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of his total sales during that cost accounting period. The offeror further certifies that if his status changes prior to an award resulting from this proposal, he will advise the Contracting Officer immediately.

CAUTION: Offerors may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a contract of \$10 million or more or if, during their current cost accounting period, they have been awarded a single CAS-covered national defense prime contract or subcontract of \$10 million or more.

B. COST ACCOUNTING STANDARDS CERTIFICATION - NONDEFENSE APPLICABILITY

Any negotiated contract in excess of \$100,000 resulting from this solicitation shall be subject to the requirements of the clauses entitled Cost Accounting Standards - Nondefense Contract (FPR 81-3.1204-2(a)) and Administration of Cost Accounting Standards (FPR 81-3.1204-1(b)) if it is awarded to a contractor's business unit that is performing a national defense contract or subcontract which is subject to cost accounting standards pursuant to 4 CFR 331 at the time of award, except contracts which are otherwise exempt (see FPR 81-3.1203-2(a) and (c)(4)). Otherwise, an award resulting from this solicitation shall be subject to the requirements of the clauses entitled Consistency of Cost Accounting Practices - Nondefense Contract (FPR 81-3.1204-2(b)) and Administration of Cost Accounting Standards (FPR 81-3.1204-1(b)) if the award is (i) the first negotiated contract over \$500,000 in the event the award is a contractor's business unit that is not performing under any CAS-covered national defense or nondefense contract or subcontract, or (ii) a negotiated contract over \$100,000 in the event the award is to a contractor's business unit that is performing under any CAS-covered national defense or nondefense contract or subcontract, except contracts which are otherwise exempt (see FPR 81-3.1203-2(a) and (c)(4)). This solicitation notice is not applicable to small business concerns.

Data Required - CAS Covered Offerors

The offeror certifying under A or B above but not under D, E, or F above, is required to furnish the name, address (including agency or department component); and telephone number of the cognizant Contracting Officer administering the offeror's CAS-covered contracts. If A above is checked, the offeror will also identify those currently effective cost accounting standards, if any, which upon award of the next negotiated national defense contract or subcontract, will become effective upon the offeror.

Name of CO: _____

Address: _____

Telephone No.: _____

Standards not yet applicable: _____

Certificate of CAS Applicability

The offeror hereby certifies that:

- A. ☐ It is currently performing a negotiated national defense contract or subcontract that contains a Cost Accounting Standards clause (4 CFR 331), and it is currently required to accept that clause in any new negotiated national defense contracts it receives that are subject to cost accounting standards.
- B. ☐ It is currently performing a negotiated national defense or nondefense contract or subcontract that contains a cost accounting standards clause required by 4 CFR 331 or 332 or by FPR Subpart 1-3.12, but it is not required to accept the 4 CFR 331 clause in new negotiated national defense contracts or subcontracts which it receives that are subject to cost accounting standards.
- C. ☒ It is not performing any CAS-covered national defense or nondefense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing in the event that it is awarded any negotiated national defense or nondefense contract or subcontract containing any cost accounting standards clause subsequent to the date of this certificate but prior to the date of the award of a contract resulting from this solicitation.
- D. ☐ It is an educational institution receiving contract awards subject to FPR Subpart 1-15.3 (FMC 73-8, OMB Circular A-21).
- E. ☐ It is a State or local government receiving contract awards subject to FPR Subpart 1-15.7. (FMC 74-4, OMB Circular A-87).
- F. ☐ It is a hospital.

NOTE: Certain firm fixed price negotiated nondefense contracts awarded on the basis of price competition may be determined by the Contracting Officer (at the time of award) to be exempt from cost accounting standards (FPR 81-3.120302(c) (4)(iv)).

Additional Certification - CAS Applicable Offerors

- G. ☐ The offeror, subject to cost accounting standards but not certifying under U, E, or F above, further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices discussed in the Disclosure Statement(s) where they have been submitted pursuant to CASB regulations (4 CFR 351).

- d. committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

10. DISPOSITION OF PROPOSALS

After award of contract, one (1) copies of each unsuccessful proposal will be retained by NRC's Division of Contracts and unless return of proposals is requested by the offeror upon submission of proposal, all other copies will be destroyed. This notification should appear in any cover letter accompanying the proposal.

11. NOTICE OF PROPRIETARY INFORMATION

- a. Notice of Proprietary Information - Offerors are advised that those portions of the Proposal which are considered to be proprietary shall be so identified. In the event the offeror fails to indicate on the title page and each sheet of the proposal what portions of the proposal are proprietary, the NPC assumes no liability for disclosure or use of unmarked technical data and may use or disclose such data for any purpose. The clause set forth in paragraphs b. and c., below, should be utilized by the offeror in marking his proposal.

- b. Use and Disclosure of Data - Freedom of Information Act Requests

"This data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction. The data subject to this restriction is contained in sheets Cost Proposal. Our failure to mark the proposal with a legend or otherwise identify and restrict the disclosure and use of data in the proposal shall be interpreted by the NRC as an acknowledgment that the contents of the Technical Proposal may be released, disseminated, or otherwise disclosed by the NPC pursuant to a Freedom of Information Act request."

- c. Moreover, each sheet for which the offeror desires to restrict disclosure shall be marked with the following legend:

"Use or disclosure of proposal data is subject to the restriction on the title page of this proposal. I claim that information contained herein is proprietary and shall not be disclosed by the NRC in accordance with Exemption 4 of the Freedom of Information Act."

12. PROPOSAL PRESENTATION AND FORMAT

- a. Proposals will be typewritten or reproduced on letter-size paper and will be legible in all required copies. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art works, expensive paper and binding, expensive visual and other presentation aids are neither necessary nor desired. Legibility, clarity, and completeness are important.
- b. Proposals in response to this Request for Proposal shall be submitted in the following three (3) separate and distinct parts:
 - (1) Three signed copies of the solicitation, all original signatures. All applicable sections must be completed by the offeror.
 - (2) One (1) original and three (3) copies of the "Cost Proposal" shall be submitted in accordance with the guidelines set forth in the paragraph below entitled, "Business Management Requirements."
 - (3) One (1) original and three (3) copies of the "Technical Proposal" shall be submitted in accordance with the guidelines set forth in the paragraph below entitled, Technical Proposal Content."

Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. All documents submitted shall have a cover page with the identifying RFP title, the solicitation number, and name of the offeror.

NOTE: If your records are currently under audit cognizance of a Government audit agency, the address and telephone number of that office should be furnished on the "Proposal Summary and Data Sheet." One (1) copy of the solicitation package, Technical Proposal, and Cost Proposal shall be submitted by the offeror to the cognizant audit agency concurrent with the submittal of the proposal to the NRC.

13. BUSINESS MANAGEMENT REQUIREMENTS

a. Cost Proposal

The offeror should utilize the Optional Form 60, Contract Pricing Proposal (Research and Development), in submitting the Cost Proposal. Offerors may, however, submit the necessary information in a different format where the offeror's accounting system makes use of the form impractical, or when required for a more effective and efficient presentation of cost information. In either instance, the information furnished shall include pertinent details sufficient to show the elements of cost upon which the total cost is predicated.

Cost will be evaluated on reasonableness, validity, and reliability.

The "Cost Proposal" must include, but is not limited to, the following:

- Material - A detailed listing of items including the quantity, basis of cost estimate, unit cost and sources of cost.
- Labor - The basis for the estimated hours broken down by category and task, and the source of labor rates. Level of effort data shall be expressed in man-hours.
- Indirect Cost - The source and basis of determination of all indirect costs.
- Travel - The breakdown of all travel by trips, segregating all transportation and per diem costs. Copy of the official Government approval of the offeror's travel policy, if granted, or in lieu thereof, a copy of the offeror's travel policy.

NOTE: In the absence of a Government approved contractor travel policy, the prevailing Federal Travel Regulation rates and the clause entitled, "Travel Reimbursement" in Part III shall apply.
- Other - The offeror's fiscal accounting period (Fiscal Year) and the name, address, and the telephone number of the offeror's cognizant Government audit agency.

b. Management

The management aspects shall include, but not be limited to, the following and any data pertinent thereto:

- (1) Project scheduling and contingency planning demonstrating a logical progression and integration of the tasks to insure completion within the performance period and without program slippage.
- (2) Management organizational structure delineating areas of responsibility and authority under the proposed effort. Describe the relationship of the project organization to corporate management and to subcontractors, if any. Discuss the functions and authorities of the project manager.
- (3) Procedures to periodically review in-house organizational functions, program reviews and controls and subsequent coordination with the NRC.

- (4) Management controls expected to be utilized to preclude a contract cost growth.

c. Manpower Availability

Describe the source of personnel required for performance of each task and not presently employed by the offeror. If any of the personnel are under commitment, describe the terms of the commitment(s). Note specifically the personnel that will be on board subject to a contract award.

d. Consultants

Explain the need for consultant services. List proposed consultants if known by name. For each list show (1) nature of services, (2) fee rate, and (3) total consultant fee and any other allowable related costs which may be involved, such as travel and per diem. Such fees may not be paid to employees of the contractor or to employees of the U. S. Government.

e. Subcontractors

If the offeror plans to subcontract any of the work to be performed, list proposed subcontractors if known by name. Provide a detailed breakdown of specific work to be subcontracted and the approximate cost involved.

f. Labor Surplus Area Program Requirements

In keeping with the Federal Labor Surplus Area Program, the offeror is required to provide information on the general economic conditions of the area in which subcontractors are located, exact location of subcontractors (state, city, county), and the unemployment rate for the area, if known.

g. Additional Facilities or Property

In the event the offeror contemplates acquiring additional facilities or property in the performance of this work, such facilities or property shall be separately identified.

h. Other Contractual Commitments

The offeror shall list any commitments with other organizations, Governmental or private, and indicate whether these commitments will or will not interfere with the completion of work and services contemplated under this proposal.

14. TECHNICAL PROPOSAL CONTENT

The Technical Proposal shall not contain any reference to cost. Resource information such as data concerning labor hours, and categories, materials, subcontracts, travel, computer time, etc., shall be included in the Technical Proposal so that the offeror's understanding of the scope of work may be evaluated.

The offeror shall submit with the Technical Proposal full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement in accordance with the evaluation criteria set forth in this Part II under the paragraph entitled, "Evaluation of Proposals."

Statements which paraphrase the scope of work without communicating the specific innovation proposed by the offeror or statements to the effect that the offeror's understanding can or will comply with the scope of work may be construed as an indication of the offeror's lack of understanding of the scope of work and objectives.

The Technical Proposal shall set forth as a minimum the following:

- a. Discussion of the scope of work requirements to substantiate the offeror's understanding of the problem and his proposed method of approach to meet the objective.
- b. Discussion of the offeror's experience in the analysis of regulatory systems (nuclear and otherwise). Include the contract numbers and Government points of contact.
- c. Include resumes for all professional personnel to be utilized in the performance of any resulting contract. Include educational background, specific pertinent work experience and a list of any pertinent publications authored by the individual.
- d. Discuss support personnel and facilities available to assist the professional personnel.
- e. Indicate potential problem areas and the approach to be taken to resolve said areas.
- f. Provide a detailed description of the schedule for work and identify significant milestones and completion dates for various subparts.
- g. Identify the "Key Personnel," and for the person(s) so identified, specify the percentage of time currently committed to other projects over the course of the proposed contract period of performance.
- h. Statements of any interpretations, requirements, or assumptions made by the offeror.

15. CONTRACT AWARD AND EVALUATION OF PROPOSALS

- a. By use of numerical and narrative scoring techniques, proposals will be evaluated against the evaluation factors specified in the paragraph below. These factors are listed in their relative order of importance. Award will be made to the offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is most advantageous to the Government; and who is considered to be responsible within the meaning of Federal Procurement Regulation 1-1.12.

1/

In the selection of a contractor, technical merit and cost will bear equal significance. To be selected for an award, the proposed cost must be realistic and reasonable.

- b. The Government reserves the right without qualification, to accept or reject any or all proposals, to negotiate with any and all proposers regardless of the terms of the original proposal, and to request additional clarifying information either through written information or through conference with the proposers. All proposers are notified that award may be made without discussion of proposals and, therefore, proposals should be submitted initially on the most favorable terms, from a cost and technical standpoint.
- c. A separate cost analysis will be performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data shall be expressed in man hours.
- d. In making the above determination, a best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule.

1/ The aggregate of Experience of Personnel Proposed, Technical and Management factors set forth on Page 20.

15. CONTRACT AWARD AND EVALUATION OF PROPOSALS (Continued)

- e. Proposals will be evaluated in accordance with the following weighted factors, listed in order of their relative importance:

	<u>Weights</u>
1. EXPERIENCE OF PERSONNEL PROPOSED	45 Points
a. Demonstrated knowledge and experience with Federal personnel management policies and concepts in Federal Regulatory agencies' organizations and processes with personnel and missions similar to those of the Nuclear Regulatory Commission	(15 Points)
b. Demonstrated knowledge and experience with GG-15 and below compensation systems in the Federal sector	(15 Points)
c. Demonstrated, thorough knowledge of jobs in scientific and technical disciplines similar to the nuclear industry	(15 Points)
2. TECHNICAL	40 Points
a. Soundness of offeror's technical approach and the probability of success for proposed approach	(20 Points)
b. Demonstrated understanding of the work scope objectives	(20 Points)
3. MANAGEMENT	15 Points
a. Management organization and structure delineation of areas of responsibility and authority under proposed effort, especially those of the project manager	(5 Points)
b. Adequacy of management controls to preclude cost growth, keep the project on schedule, and coordination with the NRC's Project Officer	(10 Points)

TOTAL OF ALL WEIGHTED FACTORS

100 Points

16. SIZE, STANDARD AND PRODUCT CLASSIFICATION

It has been determined that the material described herein is classified under the Standard Industrial Classification Manual as No. 7292 and a concern whose average annual receipts for its preceding 3 fiscal years do not exceed \$2 million is considered as a small business concern.

17. PRIVACY ACT NOTIFICATION

(FPR 1-1.327-5(b))

This procurement action requires the Contractor to do one or more of the following: design, develop, or operate a system of records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

18. NOTICE TO OFFERORS

Attached hereto as Attachment 6 is NRC Manual Chapter 0204, "Privacy Act" for use and guidance under the provisions of this solicitation and any resulting contract.

PART III - SCHEDULE

ARTICLE I - SCOPE OF WORK

A. Background

The Civil Service Reform Act (CSRA) requires that federal agencies have appraisal systems in place and operable by October 1, 1981 that are based on performance elements and standards in accordance with new Office of Personnel Management (OPM) standards and criteria. This requirement of the Act necessitates that the NRC establish performance elements and standards for the first time ever, because the present NRC appraisal system is a trait-based system which the CSRA and OPM regulations prohibit the use of after September 30, 1981.

The very short time between now and September 30, 1981 when coupled with the effects of Presidentially imposed hiring freezes and the demands being laid upon the Agency by the new Congress to bring approximately one dozen nuclear power plants on line as soon as possible, require that the Office of Nuclear Reactor Regulation be provided expert help as soon as possible to comply with the CSRA. NRC's responsibility to assure that nuclear power plants are safe to operate and the licensing procedures associated with that process have been identified to the Congress as being the time-critical factors in placing these plants on line. Shifts in the Administration's priorities require that the licensing of nuclear plants be made the highest priority of the NRC.

B. Statement of Work

Produce draft performance elements and standards for positions in the Office of Nuclear Reactor Regulation (NRR). In the NRR there are at most 640 non-SES, graded positions for which the contractor shall provide draft performance elements and standards. Of these 640 positions, at least 325 are sufficiently unique that they should be considered one-of-a-kind jobs for the purposes of this contract. The remaining 315 positions are sufficiently similar to positions included within the 325 unique positions that the contractor can be reasonably assured that a majority of the staff time required to develop performance elements and standards for these similar positions will have already been accomplished. Even where the contractor is able to produce a set of performance elements and standards that is applicable to identical jobs, the NRC will require the contractor to explain its draft elements and standards to all supervisors for the positions under their supervision. At present, there are approximately 120 supervisors within NRR. Performance elements and standards shall be developed to meet the criteria as defined in NRC Bulletin 4151 "Performance Appraisal System (non-SES)." Each performance element must be well-grounded in the incumbent's position description. Where discrepancies exist between the performance elements and the incumbent's position description, such discrepancies must be clearly detailed by the contractor with

the submission of the final draft performance elements. There shall be a clear reflection in the documentation (position descriptions and performance elements) sufficient that an employee may be able to trace and understand the connection between an element and the duties and responsibility of the position description. It is expected that the contractor will endeavor to maintain uniformity of performance standards levels for similar types of jobs across functional and organizational lines within NRR. In order to produce the draft performance elements, the contractor shall interact directly with NRC personnel to determine the actual duties and responsibilities of the applicable position. When differences between incumbents and supervisors arise over performance elements, the contractor shall produce performance elements consistent with the line supervisor's guidance. (The supervisor and incumbent must have a one-on-one discussion later to arrive at an agreement or to pursue disagreements in a formalized procedure.) Where potential inconsistencies exist between draft critical elements and performance standards and the standards and criteria in NRC Bulletin 4151 "Performance Appraisal System (non-SES)" the contractor shall promptly report such instances to the NRC Project Officer.

C. Deliverables

The required draft performance elements and standards for each position shall be delivered to the Project Officer as completed by the contractor. Guidance regarding the specific format for the draft performance elements and standards will be furnished by the NRC Project Officer.

D. Office Space

The contractor shall provide the necessary personnel, facilities, materials and services to perform the work required hereunder except that the NRC will furnish necessary office space to the contractor for required interaction with NRC personnel.

E. Security

The contractor shall submit required personnel security clearance documents for employees assigned to NRC facilities for more than thirty (30) days.

ARTICLE II - PERIOD OF PERFORMANCE

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

ARTICLE III - CONSIDERATION AND PAYMENT

A. Estimated Cost and Obligation

1. The presently estimated cost of the work under this contract is \$ *
2. The amount presently obligated by the Government with respect to this contract is \$ *

B. Payment

The Government shall render payment to the contractor in approximately thirty (30) days after submission of proper and correct invoices or vouchers.

Additional provisions relating to payment are contained in Clause 6.1-1 of the General Provisions hereto.

ARTICLE IV - OVERHEAD/GENERAL AND ADMINISTRATIVE RATES

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

*To be incorporated into any resultant contract.

ARTICLE V - PLACE OF DELIVERY

The articles to be furnished hereunder shall be delivered to:

U.S. Nuclear Regulatory Commission
Attn: NRC's Project Officer
(to be designated after award of contract)
Washington, DC 20555

ARTICLE VI - INSPECTION AND ACCEPTANCE

Inspection and acceptance of the deliverables to be furnished hereunder shall be made in accordance with the specifications set forth in Article I - Scope of Work by the Contracting Officer's Technical Representative/Project Officer.

ARTICLE VII - TRAVEL REIMBURSEMENT

1. The contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer, in accordance with the contractor's approved travel policy on file with the NRC.
2. The cost of travel by privately owned automobile shall be reimbursed at the mileage rate prescribed by the contractor's established, generally applicable travel policy; provided, however, that such reimbursement shall not exceed the cost of less than first-class travel by common carrier.
3. The cost of travel by rented automobile shall be reimbursed on a reasonable actual expense basis that does not exceed the rates prescribed by the contractor's established, generally applicable travel policy.
4. All common carrier travel reimbursable hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First-class air travel is not authorized.
5. Reasonable actual costs of lodging and subsistence, or per diem in lieu of actual costs, shall be allowable to the extent that such actual costs or per diem amounts do not exceed the amounts or per diem rates prescribed by the contractor's established, generally applicable travel policy.
6. Receipts are required for common carrier transportation, lodging and miscellaneous items in excess of \$15.00.
7. Any revision to the contractor's established, generally applicable travel policy approved by the cognizant audit agency during the period of performance of this contract shall be effective, without formal modification to this contract, upon delivery to the Contracting Officer of a copy of such revised policy together with evidence of cognizant audit agency approval thereof.

8. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of additional work outside the general scope of the contract.
 2. Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
 3. In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 4. Changes any of the expressed terms, conditions or specifications of the contract.

- C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY SUCH PERSON IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be submitted to the Contracting Officer.

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

If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in 8(1) through (4) above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the contractor, the Contracting Officer shall issue an appropriate contract modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

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

ARTICLE VIII - PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

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

ARTICLE IX - KEY PERSONNEL

Pursuant to this ARTICLE (Key Personnel), the following individuals are considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the contractor agrees to substitute persons possessing substantially equal abilities and qualifications satisfactory to the Contracting Officer.

*

ARTICLE X - TECHNICAL DIRECTION

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE XI of this contract. The term "Technical Direction" is defined to include the following:
 1. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance to the contractor in the preparation of drawings, specifications or technical portions of the work description.
 3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the contract.

*To be incorporated into any resultant contract.

ARTICLE XI - PROJECT OFFICER

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

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

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

*To be incorporated into any resultant contract.

ARTICLE XII - CONFLICT OF INTEREST

(a) Purpose. The primary purpose of this article 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 relates 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 article.

(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 article. 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 article, 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.

A. The Contractor agrees:

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

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

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

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

1. The Government shall deliver to the Contractor, for use only in connection with the contract, the property described in the schedule or specifications (hereinafter referred to as "Government-furnished property"), at the times and locations stated therein. If the Government-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Contracting Officer shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant to the procedures of the "Changes" clause hereof.
2. Title to Government-furnished property shall remain in the Government. The Contractor shall maintain adequate property control records of Government-furnished property in accordance with sound industrial practice.
3. Unless otherwise provided in this contract, the Contractor, upon delivery to him of any Government-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.
4. The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all Government-furnished property not consumed in the performance of this contract or not theretofore delivered to the Government, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Contracting Officer may direct.

ARTICLE XI - BILLING INSTRUCTIONS FOR NRC COST-TYPE CONTRACTS

General. The contractor shall submit vouchers for cost-reimbursement in the manner and format described herein and as illustrated in the sample voucher.

Form. Claims shall be submitted on the payee's letterhead, invoice or on the Government Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the Government Printing Office, 710 North Capitol Street, Washington, DC 20801.

Number of Copies. An original and four copies shall be mailed to the NRC office identified below.

Frequency. The contractor shall submit claims for reimbursement once each month unless otherwise authorized in writing by the Contracting Officer.

Billing of Costs After Expiration of Contract: If cost-reimbursements are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited.

Currency. Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; 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.

Supersession. These instructions supersede all previous billing instructions.

Preparation and Itemization of the Voucher. The contractor shall furnish the information set forth in the explanatory notes below. These notes are keyed to the entries on the sample voucher.

- (a) Payor's Name and Address. (i) Address the original voucher (with copies to: U.S. Nuclear Regulatory Commission, Division of Accounting, Office of the Controller, ATTN: GOV/COM Accounts Section, Washington, DC 20555.
- (b) Voucher Number. Insert the appropriate serial number of the voucher. This must be in sequential order beginning with 001 as the number to be used for the first voucher submitted under this contract.
- (c) Date of Voucher. Insert the date the voucher is prepared.
- (d) Contract Number and Date. Insert the contract number and the effective date of the contract.
- (e) Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address; except when an approved assignment has been made by the contractor, or a different payee has been designated, then insert the name and address of the payee. Include name of voucher preparer and telephone number.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed fee. For incrementally funded contracts enter the amount currently obligated and available for payment.
- (g) Fixed Fee. Where applicable, insert total fixed fee.

(h) Billing Period. Insert the beginning and ending dates (day, month, and year) of the period in which costs were incurred and for which reimbursement is claimed.

(i) Direct Costs. Insert the major cost elements as follows:

(i)(1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract. Itemize by name/labor category, hours, and rate per hour.

(i)(2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Fringe benefits included in direct costs should not be identified here.

(i)(3) Capitalized Nonexpendable Equipment. For educational institutions list each item costing \$1,000 or more; for contractors other than educational institutions, list each item costing \$200 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (1) the item number for the specific piece of equipment listed in the Property Schedule; (2) the Contracting Officer's Approval Letter, if the equipment covered by the Property Schedule; or (3) be preceded by an asterisk (*) if the equipment is below the approval level. Further itemization of vouchers shall only be required for items having specific limitations set forth in the contract.

(i)(4) Materials, Supplies, and Noncapitalized Equipment. This is consumable materials and supplies and equipment other than that described in (i)(3) above. Specify separately all items over \$1,000.

- (i)(5) Premium Pay. This is remuneration in excess of the basic hourly rate.
- (i)(6) Consultant's Fee. These are fees paid to consultants. List name, hours, rate per hour, and total cost.
- (i)(7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada; it should be billed separately from foreign travel. List cost elements and locations of travel: Airfare, car rental, lodging, food, parking, misc.
- (i)(8) Other. List all other direct costs in total unless in excess of \$500. If over \$500, list cost elements and dollar amount separately, e.g., subcontracts. For computer costs, specify computer type, total hours, and cost per hour of computer time.
- (j) Indirect Costs--Overhead. Cite the provisional rate specified in the contract.
- (k) G&A Expenses. Cite the provisional rate specified in the contract.
- (l) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. (See (p)).
- (m) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustment, and adjusted amounts for the period.
- (n) Cumulative Amount from Inception to Date of this Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.

- (o) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (p) Adjustments. This includes amounts conceded by the contractor, outstanding suspensions, disapprovals subject to appeal, and 15% withholding of earned fixed fee.
- (q) Grand Totals.

SAMPLE VOUCHER

(a) Payor's Name and Address
The U.S. Nuclear Regulatory
Commission
Division of Accounting, CON
Attention: Gov/Com Accts Section
Washington, DC 20555

(b) Voucher No.

(c) Date Voucher Prepared

(d) Contract No. and Date

(e) Contract Period of Performance

(f) Payee's Name and Address
ABC CORPORATION
100 Main Street
Anywhere, U.S.A.
ATTN: Jane Count(555)987-6543"OR"
The National Bank, Anywhere, U.S.A.
Assignee for ABC Corporation
Anywhere, U.S.A.
(When Payments are Assigned)

(g) Total Estimated Cost of
Contract

(h) Total Fixed-Fee

(i) This voucher represents reimburseable costs from July 1, 1978 through
July 31, 1978

	(m) Amount Billed for Current Period	(n) Cumulative Amount From Inception to Date of this Billing
(i) Direct Costs		
(i)(1) Direct Labor (itemize)	\$ 3,400	\$ 6,800
(i)(2) Fringe Benefits (rate)	600	1,200
(i)(3) Capitalized Nonexpendable Equipment	5,000	8,000
(i)(4) Materials, Supplies and Noncapitalized Equipment	2,000	4,000
(i)(5) Premium Pay	100	150
(i)(6) Consultant's Fee(s)	100	100
(i)(7) Travel -- Domestic	200	200
Foreign	200	200
(i)(8) Other	-0-	-0-
Total Direct Costs	\$11,600	\$20,550
(j) INDIRECT COSTS		
% of Direct Labor or Other Base (Formula)	4,000	6,000
(k) G&A Expenses	700	1,400
(l) FIXED FEE EARNED (Formula) %	\$16,300	\$23,050
(o) Total Amounts Claimed	(105)	
(p) Adjustments (Less 15% fee withheld) and Outstanding Suspensions, if applicable	(0)	(1,700)
(q) Grand Totals	<u>\$16,195</u>	<u>\$25,350</u>

ARTICLE XVI - GENERAL PROVISIONS

This contract is subject to the General Provisions of the "Appendix A - Cost Type Research and Development Contracts with Commercial Organizations" (Rev. 11/80) included herein as Attachment 5 and incorporated herein by this reference.

PART IV

LIST OF ATTACHML

NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)	Attachment 1
NRC Organization Chart	Attachment 2
Optional Form 60	Attachment 3
Proposal Summary and Data Sheet	Attachment 4
General Provisions	Attachment 5
NRC Manual Chapter 0204	Attachment 6
NRC Manual Chapter 4151	Attachment 7
NRC Manual Chapter Appendix 4130A	Attachment 8
NRC NUREG-0325 Revision 2 Functional Organizational Charts	Attachment 9