

AWARD/CONTRACT

DCD

Page 1 of 2

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING
2. CONTRACT NO. NRC-33-96-200	3. EFFECTIVE DATE 9/30/96	4. REQUISITION/PROJECT NO. RS-IRM-96-200
5. ISSUED BY Code: U.S. Nuclear Regulatory Commission FIP Acquisition Branch Division of Contracts Mail Stop T-7-12 Washington, D.C. 20555		6. ADMINISTERED BY Code: (If other than Item 5) SBA # 0353-96-606842
7. NAME AND ADDRESS OF CONTRACTOR Interior Systems, Inc. 1010 Vermont Avenue, N.W. Suite 301 Washington, D.C. 20005 TIN: 521748961 Principal Investigator/Technical Contact: Earl R. Jenkins Telephone No: (202) 393-1515		8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6		
11. SHIP TO/MARK FOR N/A	CODE	12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Div. of Acctg. & Finance GOV/COMM T-9-H4 Washington, D.C. 20555
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c) [] [X] 41 U.S.C. 253(c) [5] 15 USC 637(a)		
14. ACCOUNTING AND APPROPRIATION DATA 610-15-32-30-40 D1871 BOC: 252A 31X0200.610 OBLIGATE: \$162,000.00		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT
See Schedule		
15G. TOTAL AMOUNT OF CONTRACT		\$162,254.00

DF02
0/1EXCEPTION TO STANDARD FORM SF26 (REV. 4-85)
FAR(48 CFR) 53.214(a)

Prescribed by GSA

300037

AWARD/CONTRACT

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PDR CONTR
NRC-33-96-200 PDR

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Mary Jo Mattia
19B. NAME OF CONTRACTOR by SEE TRIPARTITE AGREEMENT SHEET (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by SEE TRIPARTITE AGREEMENT SHEET (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED

TRIPARTITE AGREEMENT SHEET

Contract No. NRC-33-96-200

Prime Contract No. 0353-96-606842

Subcontract No. _____

Subcontractor:

ISI Professional Services, Inc.

By: [Signature]

Name & Title EARL R. JENKINS
PRESIDENT

9/23/96
DATE

Small Business Administration
United States of America

By: [Signature]

Name & Title: _____
CONTRACT MANAGER

SEP 26 1996
DATE

U.S. Nuclear Regulatory Commission

By: [Signature]

Name & Title: _____
Mary Jo Mattia
Contracting Officer

9/23/96
DATE

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

IMPLEMENTING REVISED DISPOSITION SCHEDULES FOR
DECOMMISSIONING RECORDS

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The purpose of this contract is to provide administrative support to the Information and Records Management Branch of the U.S. Nuclear Regulatory Commission in implementing disposition schedules for the retirement of Decommissioning Records associated with Inspection and Enforcement Case Files, Nuclear Power and Non-Power Reactor Docket Files, and Material Licensing Case Files.

[End of Clause]

B.3 SCHEDULE OF PRICES

B.3.a TASK I

	EST. QTY.	FIXED UNIT PRICE	TOTAL EST. PRICE
CLIN			
001	6122	\$16.10	\$98,564.00

B.3.b TASK II

	EST. QTY.	FIXED UNIT PRICE	TOTAL EST. PRICE
CLIN			
002	2200	\$18.40	\$ 40,480.00

B.3.c TASK III

	EST. QTY.	FIXED UNIT PRICE	TOTAL EST. PRICE
CLIN			
003	1100	\$18.40	\$ 20,240.00

B.3 (Continued)**B.3.d PROJECT MANAGEMENT**

004	66	\$45.00	\$ 2,970.00
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TOTAL ESTIMATED PRICE:\$162,254.00

[End of Clause]

**B.4 CONSIDERATION AND OBLIGATION
(JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$162,254.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$162,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the contractor hereunder shall equal the obligated amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the obligated amount with respect to this contract. Any work undertaken by the contractor in excess of the obligated amount specified above is done so at the contractor's sole risk.

B.5

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

C.1.1 GENERAL

On April 4, 1996, the Archivist of United States approved NRC's request for disposition authority for the decommissioning records associated with Inspection and Enforcement Case Files, Nuclear Power and Non-power Reactor Docket Files, and Material Licensing Case Files. The new records schedules establish decommissioning records as a permanent collection and reflect the National Archives and Records Administration's (NARA) requirement to retire annual accumulations of the records, excluding the material licenses, by facility.

NARA recently contacted the Office of Information Resources Management (IRM) to discuss the implementation of the new records schedules to the 5,373 cubic feet of older NRC Docket 50, material licensing, and related inspection and enforcement records that are stored at NARA's Washington National Records Center (WNRC). These records were retired under the former system. Therefore, the permanent decommissioning records and temporary case files are mixed, and multiple case files are retired together under one accession number. NARA now requires a separate accession number for each case file.

C.1.2 SPECIFIC

Tasks to implement the new records schedules on a facility-by-facility basis include the NRC retrieving the older accessions from offsite storage, whereby the contractor shall be required to segregate the records by the new records series to separate the decommissioning records; permanent and temporary records, and resubmitting the records to the WNRC as separate accessions under the new schedules.

In addition to the 5,373 cubic feet of records stored at the WNRC, there are 2,612 cubic feet of similar records stored at the NRC Archival Facility, a contractor site in Columbia, Maryland, that must also be evaluated and separated to reflect the new records disposition schedules. Accordingly, the total volume of retired records that must be evaluated and regrouped to reflect the new disposition schedules is 7,985 cubic feet. The IRM Information and Records Management Branch (IRMB) requires technical support to implement the revised disposition schedules.

C.1.3 STATEMENT OF WORK

The contractor shall provide administrative support to the

C.1 (Continued)

Information and Records Management Branch as follows:

Task I - Implementing Disposition Schedules for Retired
Reactor Case File Records

a. NRC will provide the contractor with all of the boxes that contain records for one reactor case file, e.g., Docket No. 50-29, Yankee Rowe, and the NRC Form 35, "Records Transfer," (Refer to Section J - Attachment 9) that lists the files in each box to be processed. Using the files listed on the NRC Form 35, the contractor shall remove from the existing boxes all records pertaining to the specific reactor case file and place those records in new boxes that will be provided by the NRC. The contractor shall create one new retirement job consisting of as many boxes as necessary for each specific reactor case file, e.g. 50-10, 50-29, etc. It is estimated that 6,122 boxes will need to be processed by the contractor.

b. The contractor shall organize the records in the new boxes in the order prescribed by the document entitled "Organization of Reactor Case File Records," (Refer to Section J - Attachment 6) and as required by NRC Management Directive 3.53, "NRC Records Management Program," Exhibit 11, "Instructions for Preparing Records for Retirement to the NRC Archival Facility," (Refer to Section J - Attachment 7). The contractor shall replace all torn accordion jackets with new ones which will be provided by the NRC. The contractor shall report to the NRC project officer all instances where file folders are missing labels and shall relabel the folders as necessary. The contractor shall place the records in each new box in chronological order (MMDDYY) within each category identified on the outline for inventory of reactor case files.

c. Upon completing the removal of all records pertaining to a specific reactor case file from the existing boxes and organizing the records into new boxes, the contractor shall inventory each new box and prepare a new NRC Form 35 and 35A that accurately lists the specific files that are contained in each new box. The contractor shall prepare the NRC Form 35 and 35A in the manner prescribed by NRC Management Directive 3.53, "NRC Records Management Program," Exhibit 12, "Instructions for Preparing NRC Forms 35 and 35A, "Records Transfer" and "Records Transfer Continuation," (Refer to Section J - Attachments 8 and 9). The contractor shall use NRC's Informs software package for preparing the NRC Form 35 and 35A. This software will be installed on the personal computer to be utilized by contractor personnel in performance of this work requirement.

d. The contractor shall sequentially number each new box and mark each new box with the NRC Job Number and FRC Accession Number that will be provided by the NRC for each specific reactor case

C.1 (Continued)

file. The contractor shall number and mark each box in accordance with the instructions contained in NRC Management Directive 3.53, "NRC Records Management Program," Exhibit 11, "Instructions for Preparing Records for Retirement to the NRC Archival Facility," (Refer to Section J - Attachment 8).

e. The contractor shall create a data base, using dBaseIII software, that contains a description of the contents of each new box. The NRC will provide the contractor with the software and a description of the data fields to be used.

f. Upon completing Tasks a through e above, the contractor shall notify the NRC Project Officer that these tasks have been completed and NRC will remove the new boxes from the work area and deliver any other boxes needed by the contractor to process the records for the next reactor case file.

g. The contractor shall process the records for the next and each subsequent reactor case file in accordance with Tasks a through f above until all records have been processed.

Refer to Section F - Deliveries or Performance, Paragraph F.6 for the delivery schedule for completed boxes.

Task II - Implementing Disposition Schedules for Retired Material License Case Files and Uranium Recovery Field Office (URFO) Records Maintained in the File Center

a. The NRC will provide the contractor with a list of document types that comprise the decommissioning segment of material license case files and URFO files (Refer to Section J - Attachment 10). It is estimated that 2,200 boxes will need to be processed by the contractor. The contractor shall perform the following tasks:

1. Identify all documents that comprise the decommissioning segment of material license case files and URFO records.
2. Remove and organize in new file folders the decommissioning records.
3. Label the new file folders.
4. Organize the new file folders in new boxes and mark the boxes with identification numbers that will be provided by the NRC.
5. Prepare NRC Form 35 and 35As describing the files contained in each new box.
6. Create a dBaseIII database describing the inventory of each new box.

Refer to Section F - Deliveries or Performance, Paragraph F.6 for the delivery schedule for completed boxes.

Task III- Preparing Reactor Case Files and Material Licence

C.1 (Continued)

Case Files Maintained in the File Center for Retirement

a. The contractor shall perform the following tasks:

1. Remove all files more than three (3) years old from the reactor case files and material license case files currently maintained in the Two White Flint North (TWFN) File Center located in Rockville, Maryland. It is estimated that 1,100 boxes will need to be processed by the contractor.
2. Prepare the files for retirement in accordance with Task I above, Items b through f.

Refer to Section F - Deliveries or Performance, Paragraph F.6 for the delivery schedule for completed boxes.

[End of Clause]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996

[End of Clause]

F.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

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

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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

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

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989

[End of Clause]

F.2 NRCAR 2052.212-70 PREPARATION OF TECHNICAL REPORTS (JAN 1993)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached Management Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series." Management Directive 3.8 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

[End of Clause]

F.3 NRCAR 2052.212-71 TECHNICAL PROGRESS REPORT

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, job code number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

- (a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;
- (b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the

F.3 (Continued)

contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

[End of Clause]

F.4 PLACE OF DELIVERY--REPORTS (JUN 1988)

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

(a) Project Officer (2 copies)

U.S. Nuclear Regulatory Commission
Information and Records Management Branch
Mail Stop T-5-C3
Washington, D.C. 20555

(b) Contracting Officer (1 copy)

[End of Clause]

**F.5 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)**

The ordering period for this contract shall commence on 9/30/96 and will expire on 3/31/97. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional N/A.

[End of Clause]

F.6 DELIVERY SCHEDULE

The contractor shall provide the following deliverables on a weekly basis beginning two (2) weeks after the contract award date in the quantities specified below and as required under Section C; Paragraph C.1.3 of this contract.

TASK	DELIVERABLE	DUE DATE
Task I	150-151 boxes	weekly

F.6 (Continued)

Task II	54- 55 boxes	weekly
Task III	27- 28 boxes	weekly

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY
ALTERNATE 1 (JAN 1993)

- (a) The contracting officer's authorized representative, hereinafter referred to as the project officer for this contract is:

Name: Tyrone S. Greene

Address: U.S. Nuclear Regulatory Commission
Information and Records Branch
Mail Stop T-5-C3
Washington, D.C 20555

Telephone Number: (301) 415-7227

- (b) The project officer shall:

- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

G.2 USE OF AUTOMATED CLEARING HOUSE (ACH)
ELECTRONIC PAYMENT

It is the policy of the U.S. Nuclear Regulatory Commission to pay Government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system in lieu of a U.S. Treasury check. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-28, entitled "Electronic Funds Transfer Payment Methods."

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881,

G.2 (Continued)

entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

If the offerors/bidders have questions concerning ACH/Vendor Express, they may call the Commercial Payments staff on (301) 415-7520.

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SITE ACCESS BADGE PROCEDURES (FEB 1995)

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

Within ten working days after award of a contract, execution of a modification of a contract or proposal of new personnel for contract tasks, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. The contractor representative will submit the documents to the Project Office, who will give them to the Division of Security. Since the NRC/Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until

H.1 (Continued)

permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will advise the Project Officer, who, in turn, will advise the Division of Security, of the termination or dismissal of any employee who has applied for, or has been granted, NRC building access approval. It is the responsibility of the contractor to obtain and return to the Division of Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC space.

[End of Clause]

H.2 NRCAR 2052.204-71 SITE ACCESS BADGE REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

H.3 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

William F. Marcellino

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with

H.3 (Continued)

paragraphs (b) and (c) of this section.

- (b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.
- (c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.
- (d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

[End of Clause]

H.4 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE
PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or

H.4 (Continued)

contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

**H.5 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS
(NOV 1989)**

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 the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

[End of Clause]

H.6 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.6 (Continued)

- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurnace company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

[End of Clause]

H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (NOV 1994)

- (a) The NRC will provide the contractor with the following items for use under this contract:

- an on-site work area in NRC's Two White Flint North Building located at 11545 Rockville Pike, Rockville, Maryland 20852, Room T-5-C2
- Two (2) 486 personal computers (NEC and NCR) inclusive of the NEC monitors
- Two (2) Hewlett Packard HP printers
- Software (Informs and DBase III) (To Be Installed on PC by NRC)
- Two (2) IBM typewriters
- Two Single Line StarPlus telephones
- NRC Forms 35 and 35A, "Records Transfer" and "Records Transfer Continuation"
- Labels (Two (2) types)
- Closeout Cards
- Pens, Pencils, Markers
- Notepads
- File Folders
- Staples
- Scotch Tape
- Typeriter Ribbons
- 8-1/2 x 11 white paper

H.7 (Continued)

The supplies to be furnished by the Government for performance of work under this contract will be delivered to the contractor on an as needed basis.

H.8

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
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 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	NOV 1991
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.222-3	CONVICT LABOR	AUG 1996
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
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	SEP 1989
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN 1991
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	OCT 1995
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	JANUARY 1996
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.248-1	VALUE ENGINEERING	MAR 1989
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY--MODIFICATION (SEP 1995)

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

(b) The Contractor agrees that it will execute the certification

I.2 (Continued)

set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] _____, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] _____ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

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

1.2 (Continued)

[Signature of the officer or employee responsible for the
modification proposal and date]

[Typed name of the officer or employee responsible for the
modification proposal]

* Subsections 27(a), (b), and (d) are effective on December
1, 1990. Subsection 27(f) is effective on June 1, 1991.

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

- (d) In making the certification in paragraph (2) of the
certificate, the officer or employee of the competing
Contractor responsible for the offer or bid, may rely upon a
one-time certification from each individual required to submit
a certification to the competing Contractor, supplemented by
periodic training. These certifications shall be obtained at
the earliest possible date after an individual required to
certify begins employment or association with the contractor.
If a contractor decides to rely on a certification executed
prior to the suspension of section 27 (i.e., prior to December
1, 1989), the Contractor shall ensure that an individual who
has so certified is notified that section 27 has been
reinstated. These certifications shall be maintained by the
Contractor for a period of 6 years from the date a certifying
employee's employment with the company ends or, for an agency,
representative, or consultant, 6 years from the date such
individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is
a material representation of fact upon which reliance will be
placed in executing this modification.

[End of Clause]

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of N/A;
 - (2) Any order for a combination of items in excess of N/A; or
 - (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

**I.4 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I
(APR 1984)**

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to

I.4 (Continued)

the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 1997.

[End of Clause]

I.5 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS
(FEB 1990)

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

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated

I.5 (Continued)

either in whole or in part without cost to either party.

- (c) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U.S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

[End of Clause]

I.6 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS
(FEB 1990)

- (a) The Small Business Administration (SBA) has entered into Contract No. with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The , hereafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and

I.6 (Continued)

conditions of this contract.

- (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission.
 - (4) That it will notify the U.S. Nuclear Regulatory Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

[End of Clause]

I.7 52.219-17 SECTION 8(A) AWARD (FEB 1990)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
 - (2) Except for novation agreements and advance payments, delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
 - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
 - (4) To notify the U.S. Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or

I.7 (Continued)

control of the concern.

- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

[End of Clause]

I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR
FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary Wage-Fringe Benefits
Reference Assistant	GS-7

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1	ATTACHMENTS	
	Attachment Number	Title
01		Billing Instructions
02		NRC Handbook 3.8
03		NRC Form 187 - Security/Classification Requirements
04		Wage Determination
05		Standard Form 3881, "Payment Information Form, ACH Vendor Payment System"
06		Organization of Reactor Case File Records
07		Instructions for Preparing Records for Retirement to the NRC Archival Facility
08		Documents that Comprise the Decommissioning Segment of Material License Case File and URFO Files
09		Instructions for Preparing NRC Form 35 and 35A
10		Electronic Funds Transfer