

E. AMENDMENT/MODIFICATION NO. One (1)		EFFECTIVE DATE 11/27/85		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
				SAME AS BLOCK 6			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALL OFFERORS		9A. AMENDMENT OF SOLICITATION NO. X RS-ORM-85-335	
		9B. DATED (SEE ITEM 11) 11/6/85	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning two (2) copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

- The closing date is extended to 3:00 PM, December 10, 1985.
- Page 8, paragraph E, Optional Services. Delete the third sentence of the second paragraph and substitute with the following:
"The contractor must submit technical and fixed price proposals for performance of these services within 10 calendar days after receipt of NRC's request."

- Page 44, paragraph L.8, Clause 52.216-1, Type of Contract. Delete the words "combination" and "and cost plus fixed fee." Accordingly, since the contract is now a fixed price contract, all solicitation provisions and contract clauses pertaining to cost reimbursement contracts are hereby deleted.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Donna L. Lynn, Exec. Vice President/ General Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy F. Hagan	
15B. CONTRACTOR/OFFEROR <i>Donna L. Lynn</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA <i>Timothy F. Hagan</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 9 Dec 1985		16C. DATE SIGNED 11/27/85	

SOLICITATION, OFFER AND AWARD

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

BUYING

PAGE OF

1 46

PAGES

2 CONTRACT NO

3 SOLICITATION NO

RS-ORM-85-335

4 TYPE OF SOLICITATION
☐ SEALED BID (IF B)
☒ NEGOTIATED (IF F)

5 DATE ISSUED

11/6/85

6 REQUISITION/PURCHASE NO

ORM-85-335

7 ISSUED BY

CODE

8 ADDRESS OFFER TO (If other than Item 7)

U.S. Nuclear Regulatory Commission
Division of Contracts, AR-2223
Washington, DC 20555

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

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

SOLICITATION

9 Sealed offers in original and one (1) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried in the depository located at Room 2223, 4550 Montgomery Avenue until 3:00PM on 12/6/85.
2nd Floor, Bethesda, MD 20814 (Hours) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals. See Section L, Provision No. 52.214.7 or 52.215.10. All offers are subject to all terms and conditions contained in this solicitation.

10 FOR INFORMATION CALL

A NAME

Barbara Meehan

B TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
(301) 492-4733

11. TABLE OF CONTENTS

IV	SEC	DESCRIPTION	PAGE(S)	VI	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION CONTRACT FORM	1	X	I	CONTRACT CLAUSES	27
X	E	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/SPEC WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	38
X	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	9	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	39
X	F	DELIVERIES OR PERFORMANCE	11	X	L	INSTRS. CONDS. AND NOTICES TO OFFERORS	41
X	G	CONTRACT ADMINISTRATION DATA	12	X	M	EVALUATION FACTORS FOR AWARD	44
X	H	SPECIAL CONTRACT REQUIREMENTS	22				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214.16. Minimum Bid Acceptance Period.

12 In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 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 specified in each item, delivered at the designated point(s) within the time specified in the schedule.

13 DISCOUNT FOR PROMPT PAYMENT
(See Section I, Clause No. 52.232.6)

10 CALENDAR DAYS

20 CALENDAR DAYS

30 CALENDAR DAYS

CALENDAR DAYS

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

AMENDMENT NO

DATE

AMENDMENT NO

DATE

1

11/27/85

RECEIVED

15A NAME AND ADDRESS OF OFFEROR

CODE

FACILITY

Online Computer Systems, Inc.
20251 Century Blvd.
Germantown, MD 20874
DUNS: 09-870-0867

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

Donna L. Lynn, MSW, 4-1985 President
General Manager
ONLINE COMPUTER SYSTEMS, INC.

15C TELEPHONE NO. (Include area code)
(301) 428-3700

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

17 SIGNATURE

Donna L. Lynn

18 OFFER DATE

9 Dec 1985

AWARD (To be completed by Government)

19 ACCEPTED AS TO ITEMS NUMBERED

20 AMOUNT

21 ACCOUNTING AND APPROPRIATION

22 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

☐ 101 USC 2304(c)(1)

☐ 41 USC 253(c)(1)

23 SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 14 (4 copies unless otherwise specified)

24 ADMINISTERED BY (If other than Item 7)

CODE

25 PAYMENT WILL BE MADE BY

CODE

26 NAME OF CONTRACTING OFFICER (Type or print)

27 UNITED STATES OF AMERICA

28 AWARD DATE

(Signature of Contracting Officer)

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

2

46

PAGES

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Section B - <u>Supplies or Services and Prices/Costs</u>				
		ESTIMATED			
		(Monthly Recurring Prices)			
1.	Unlimited CPU Usage (approximately 10 ports)	24	MO	\$ _____	\$ _____
2.	Unlimited Connect Time (approximately 10 ports)	24	MO	\$ _____	\$ _____
	TOTAL AMOUNT (BASIC)				\$ <u>113,841.00</u> *
	<u>Option Year</u>				
		ESTIMATED			
		(Monthly Recurring Prices)			
1.	Unlimited CPU Usage (approximately 12 ports)	12	MO	\$ _____	\$ _____
2.	Unlimited Connect Time (approximately 12 ports)	12	MO	\$ _____	\$ _____
	TOTAL AMOUNT (OPTION)				\$ <u>83,177.00</u> *
	The above items shall be priced on a fixed price basis and shall therefore remain unchanged throughout the term of the contract. Prices should include software maintenance, support services, charges for recurring printouts, and other support described under paragraph C.1.3.A., as well as work performed under paragraphs C.1.3.C and C.1.3.D.				
	* Please see our cost proposal for details on year-by-year expenses.				

Section B - Supplies or Services and Prices/Costs

B.1 Brief Description of Work

The Nuclear Regulatory Commission requires software maintenance, support and timesharing services for the Integrated Library System (ILS)TM as installed and subsequently enhanced. Additional related services shall be provided as required on a task order basis.

B.2 Remittance Address

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

Name: _____

Address: _____

Section C - Description/Specifications/Work Statement

C.1 Scope of Work

C.1.1 Background

The Library of the Nuclear Regulatory Commission provides library services for the NRC staff in the Washington, D.C. metropolitan area and provides library support service to NRC personnel at offsite libraries and Regional offices. The library collection contains approximately 21,000 book titles (31,000 copies) and 1,000 periodical titles.

In 1983, the Nuclear Regulatory Commission Library acquired a license for Version 2.2 of the public-domain Integrated Library System, (ILSTM), that had been developed by the National Library of Medicine. ILSTM is a minicomputer-based, fully integrated library system owned by the Federal Government and licensed through the National Technical Information Service.

The system was installed by a contractor on an offsite minicomputer accessible by NRC in a timesharing mode. All available subsystems were made fully operational and are now in daily use in the NRC Library.

These subsystems of ILSTM are: catalog access, bibliographic control, circulation, serials control, and administrative. Because catalog records are input to one Master Bibliographic File, the system is central to all NRC library operations.

In 1984, the contractor provided special programming to enable the Library to update its ILSTM patron file on a regular basis using a current NRC telephone master tape to ensure correct names and addresses of patrons.

The NRC Library is a participant, through the Federal Library and Information Center Committee (FLICC), in a contractual, fully funded, cooperative effort to complete the acquisitions subsystem of ILSTM. In addition to the NRC, the other Federal agencies involved are the National Security Agency, Pentagon Library, and Walter Reed Army Institute of Research. The completed acquisitions subsystem will be added to the public-domain Version 3.0 of ILSTM and will be installed in the respective libraries.

The NRC Library has acquired the M300 Workstation, which includes an IBM Personal Computer, from OCLC (Online Computer Library Center, Dublin, Ohio) to provide access to the shared cataloging records in the OCLC union catalog. NRC's contractor has provided programming services to implement interface between OCLC and ILSTM.

The ILSTM software is written in the high-level programming language, MIIS (Meditech Interpretive Information System), a dialect of MUMPS (Massachusetts Utility Multi-Programming Systems). ILSTM software requires a unique operating system, also called MIIS. The license holder of MIIS is Meditech, Inc., Cambridge, Massachusetts. The ILSTM software will run on any of three types of minicomputer equipment: Data General Eclipse series, Digital Equipment Corporation PDP-11 series, and IBM series 1.

Because the NRC does not have a minicomputer dedicated to the MIIS operating system, the ILSTM is currently operating in a time-sharing mode with eight active ports to permit use of 6 CRT terminals, the M300 workstation and a printer. The minicomputer now in use is a Data General MV6000. The estimated average megabytes during 1985 was 60 per month. This estimate is not expected to exceed 68 megabytes during the term of the contract. Telecommunications with current contractor are through paired MICOM 8-port multiplexors and high-speed modems with one set at contractor's minicomputer site. The multiplexors and modems are owned by the NRC.

During the period of the contract it is expected that the NRC Library will upgrade the system to Version 3.0 of ILSTM. This will require special programming to permit conversion of carts to locations. The NRC Library will also have installed and implemented the developed and tested acquisitions subsystem, as well as an enhanced serials control subsystem developed recently at the Pentagon Library. Upgrading and enhancing the system will require careful cooperation from the contractor and expert advice in such matters as reindexing and new data entry procedures. (Contractor should refer to paragraph C.1.3.E for further description of these optional services.)

It is also expected that additional dial access (2-4 ports) will be required to enable other NRC locations, including the Regional offices to query the NRC Library system.

C.1.2 Objective

The Library of the Nuclear Regulatory Commission requires software maintenance and support and timesharing services for the Integrated Library System (ILSTM) as installed in 1983 and subsequently enhanced. The contractor shall install and implement specific future enhancements.

C.1.3 Statement of Work

A. ILSTM Applications Software Support

The contractor shall provide the necessary personnel, equipment and facilities to provide maintenance and support for the ILSTM applications software now installed and implemented for use by the NRC Library.

The contractor shall perform maintenance services which include problem analysis, error correction, correction of design constraints and bugs, file backup and retrieval, file sizing adjustments, application of minor software changes and user liaison.

ILSTM support services to be provided by the contractor include ILS-related cataloging support, training, development of user's manuals, and ILS-software testing and evaluation. In addition, printouts are now needed of library serials as follows: routing list (quarterly), publisher list (semi-annual), expiration list (monthly), holdings list (quarterly). Printouts are also required of books as follows: semi annual offline printed lists of library holdings arranged by title, personal name, subject heading and call numbers.

Recurring monthly updating of patron file requires mounting of NRC's master telephone tape by contractor and generation of two reports: list of patrons by name and list of patrons by similar names. The master telephone tape is a 9-track standard-labeled 1600 BPI tape. The record format is fixed length records, blocked, the record length is 80, and the blocksize is 480.

The contractor shall provide technical assistance for the day to day operation of ILSTM and provide necessary modifications or additions to the ILS software. This support requires knowledge of and experience with the MIIS/Mumps language and the OCLC/ILS interface.

The programmer/analyst, designated by the contractor, shall be the primary contact with NRC for support services. The programmer/analyst shall provide on-call maintenance and support within three working hours of notification by the NRC Project Officer.

All software and documentation of the ILSTM as installed in the NRC Library and any produced under this contract will remain the property of the NRC Library. The contractor shall update and maintain the ILSTM file documentation and make it available to the NRC on request. All software modified and developed under the contract shall be coordinated by the contractor with the Project Officer prior to installation in the NRC ILSTM system.

B. Task Order Effort

The contractor shall provide ILS-related installation advice on NRC-owned equipment at NRC sites as required on a task order basis.

Additional NRC requirements within the scope of this contract will be on an NRC issued task order basis and will be defined and communicated in writing to the contractor and will specify the services to be provided, deliverables, schedules and resource allocations. The contractor shall, as required, provide offline prints, special programming for additional reports, etc. Costs associated with tasks will be negotiated on a task by task basis.

Refer to Section G.1 for task order procedures.

C. MIIS Operating System

The contractor shall provide services to the NRC Library to maintain and resolve any problems with the MIIS operating system, including the following:

1. Diagnose operating system problems as reported by NRC staff.
2. Obtain NRC Project Officer's approval prior to contacting operating system vendor to remedy problems, as necessary.
3. Restore operating system if system crashes.
4. Necessary follow up with operating system vendor on all problems shall be coordinated with and approved by the NRC Project Officer.
5. Install any updates to operating systems.
6. Serve as liaison for all questions and problems the NRC Library may have regarding the operating system.

The contractor shall correct system problems within three working days of notification by the Project Officer.

D. Timesharing Computer Services

The contractor shall provide to the NRC services in a timesharing mode for access to and operation of ILSTM on a minicomputer which will run the MIIS operating system.

The NRC requires that the ILS be available between the hours of 7:15 a.m. and 6:00 p.m. on each of NRC's normal work days. Refer to Section F.4 and Attachment 3. In addition, computer services shall be made available on Saturday, Sunday, and holidays upon not less than 24 hours notification by the Project Officer.

The standard of computer availability (uptime) of the ILS system to the NRC library staff has been set at 96% during NRC's normal work days. The following formula will be applied by the NRC to assess costs for any month when unexcused downtime exceeds 4%. The total monthly recurring price for unlimited connect time shall be determined by use of the following formula:

Unlimited connect time = Contractually stated unlimited connect time charge

$$X \frac{E - F}{E}$$

Definitions

A=Hours of service requested by NRC as determined by project officer ledgers

B=Hours service not performed due to causes beyond the control and without fault or negligence of the contractor. (See paragraph C of the contract clause "Default").

C=A - B = Hours contractor could have performed the service

D= 96% = Service uptime standard

E=C X D = Service hours required of contractor

F=Hours that service was not available that are not classified as item B above (unexcused downtime hours)

The contractor must provide computer security, back-up and recovery techniques to minimize the effects of any failures. These include programs and procedures which protect the NRC Library from loss or damage to its machine readable database.

The contractor will be required to have the capability of activating 2-4 additional ports (est. 2 ports by December 31, 1986) to accommodate dedicated or dial-up access from other NRC sites with simultaneous users. System response time shall be not more than six (6) seconds.

E. Optional Services

The contractor shall install and implement Version 3.0 of the public-domain ILSTM, (including conversion from the cart system to location handling) the enhanced serials control subsystem and the developed acquisitions subsystem. The contractor shall ensure a smooth transition to new versions and enhancements and shall modify them as necessary to meet specific NRC Library needs.

These services are established as unpriced options hereunder which may be exercised at the discretion of the NRC through issuance of contract modification citing the authority of this clause. Prior to exercising this option, the NRC C.O. will request a proposal from the contractor. The contractor must submit technical and cost proposal for performance of these services within 10 calendar days after receipt of NRC's request. If after exhausting all reasonable efforts, the C.O. and contractor fail to reach agreement as to cost or fee, the C.O. may determine a reasonable cost and fee, subject to appeal as provided in the Disputes clause, issue a contract modification exercising this option and the contractor shall proceed with this work within the limitations stated in the modification.

Section D - Packaging and Marking

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

Section E - Inspection and Acceptance

E.1 FAR Citations

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

(R 7-1909.5 1971 Nov.)

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

F.1.1 The contractor shall submit one copy of the following reports on a monthly basis to the Project Officer:

- A list of patrons by name
- A list of patrons by similar names

Note: The above reports will be generated by recurring monthly updating of patron files that require mounting of NRC master telephone tape by the contractor. Refer to Section C.1.3.A.

- A progress report specifying any significant changes or events in ILSTM as implemented by NRC, problems reported by NRC and actions taken by the contractor to resolve such problems.

F.2 Place of Delivery

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

U.S. Nuclear Regulatory Commission
Attention: Ms. Margaret Conyngham
Office of Administration
Division of Technical Information and
Document Control
Library Branch
Mail Stop: Library 160
Washington, D.C. 20555

- * Project Officer (1 copy of each report)
Division of Contracts (1 copy)

F.3 Duration of Contract Period

The performance of work described herein shall commence as of the effective date of this contract and shall expire 24 months thereafter. In accordance with Section I, FAR 52.217-9, the term of the contract may be extended at the option of the Government for one additional year. If the Government exercises such option, the total duration of this contract, including the option period shall not exceed three years.

F.4 Delivery Requirements

The contractor shall meet the following delivery schedule:

- ILS Applications Software Support: Support services (including on-call maintenance) shall be responded to within three (3) working hours (8:30 a.m. to 5:00 p.m.) of notification by the Project Officer.

- MIIS Operating System: Any problems with this system shall be resolved within three (3) working days of notification by the Project Officer (Monday through Friday).
- Time Sharing Computer Services: The ILS shall be available between the hours of 7:15 a.m. and 6:00 p.m., on each normal Federal Government workday throughout the term of the contract. In addition, computer services shall be available on Saturday, Sunday, and Federal Government holidays upon not less than twenty-four (24) hours notice. See Attachment 3 for listing of Federal Government holidays.

Section G - Contract Administration Data

G.1 Task Order Procedures

Task Orders for services hereunder shall be issued at the sole option of the NRC. The contractor shall be obligated to perform the services specified in each Task Order issued under the terms of the contract.

The type of contract for each task order issued shall be negotiated and mutually agreed upon. The Government reserves the right to withdraw a proposed task order at any time prior to its formal award.

Task Orders for services required hereunder shall be issued in writing by the Contracting Officer and will be numbered consecutively with a three-digit number beginning with "001" (with appropriate prefixes and suffixes for NRC control purposes). A definitive performance schedule shall be incorporated into individual Task Orders issued under this contract.

1. Statement of Work and Deliverables.
2. Period of Performance
3. Name of Technical Contact
4. Reporting Requirements (if any)
5. Type of Contract (to be incorporated in definitized task order)
6. Applicable Security Requirements and/or Privacy Act Considerations
7. Response Date for Receipt of a Bonafide Proposal
8. Special Terms and Conditions, as Applicable.

G.1.1 Content of Task Order Proposal

Technical Proposal

The task order technical proposal shall, when applicable, substantiate the Contractor's understanding of the requirements of the task order.

The Contractor shall, when applicable, state its objectives, methods and any other information explaining how the task will be accomplished. Key personnel shall be identified in each proposal. Any exceptions or deviations to the period of performance or reporting requirements shall also be noted.

G.1.2 Cost Proposal

Using SF 1411, Contract Pricing Proposal, each task order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. The following information shall be provided in each cost proposal:

- a. Labor by categories and estimated hours.
- b. Estimated material costs, when applicable.
- c. Estimated travel costs, when applicable.
- d. Total estimated cost for each task order.

The contractor shall submit his proposal for each proposed task to the location(s) specified in the request within the allotted time period.

Following negotiation of the Contractor's task order proposal, the Contracting Officer will issue a formal, definitized Task Order. The Contractor shall not commence work prior to receipt of a definitized task order signed by the Contracting Officer. Only Contracting Officers of the U.S. Nuclear Regulatory Commission may authorize the initiation of work under this contract. The provisions of this contract shall govern all task orders issued hereunder.

G.1.3 Task Order Ceilings - Cost Plus Fixed Fee

The total estimated cost negotiated for each task order shall be incorporated in the definitized task order and shall constitute the ceiling for that task order. The Government reserves the right to negotiate a separate fixed fee on an individual task by task basis. The contractor agrees to use his best efforts to perform the work specified in each task order and all obligations under this contract within such established ceilings. The contractor shall promptly notify the Contracting Officer in writing whenever he believes that the established ceiling for any task order is insufficient. When and if the amount(s) paid and payable to the contractor under such task order shall equal the established ceiling, the contractor shall not be obligated to perform further unless the Contracting Officer increases such ceiling. The government shall not be obliged to pay the contractor any amount in excess of such ceiling. If, and to the extent, that such ceiling has been increased, any cost incurred by the contractor in performance in excess of the ceiling prior to its increase shall be allowable to the same extent as if such costs had been incurred after such increase in the ceiling. The contractor, may at his option, vary the proportional

distribution of hours among the labor categories specified in the task order, provided that the total dollar ceiling is at no time exceeded.

G.1.4 Fixed Price Task Orders

Fixed amount(s) shall be reflected on each fixed price task order. The contractor shall satisfactorily perform the services required at the agreed fixed price(s).

G.2 Obligation Amount (CPFF)

The amount presently obligated with respect to this contract is \$ * . This obligation amount may be unilaterally increased from time to time by the Contracting Officer by written notice to the contractor. The obligation amount shall, at no time, exceed the contract ceiling as specified in G.4 below. When and if the amount(s) paid and payable to the contractor hereunder shall equal the obligation amount, the contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the contractor in excess of the obligation amount specified above is done so at the contractor's sole risk.

* To be incorporated into resultant contract.

G.3 Contract Ceiling Amount

The total amount of this contract for the delivery and acceptance of the products/services stipulated herein is * . The amount of funds presently available for performance under this contract are * . The contractor agrees to perform the work specified in the schedule and all obligations

under this contract within the ceiling price. The ceiling may be increased by the Contracting Officer at his discretion from time to time by written notice to the contractor.

* To be incorporated into any resultant contract.

G.4 Overhead/General and Administrative Rates (CPFF)

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

*To be incorporated into any resultant contract.

G.5 Project Officer

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

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contractor in the resolution of technical problems encountered during performance. Within the purview of this

authority, the Project Officer is authorized to review all costs requested for reimbursement by Contractors and submit recommendations for approval, disapproval, or suspension for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

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

- B. Name and Mail Code: *
- Office Address: *
- Telephone Number: *

* To be incorporated into any resultant contract

G.6 Technical Direction (CPFF)

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section G.6 of this contract. The term "Technical Direction" is defined to include the following:
1. Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
 3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
1. Constitutes an assignment of additional work outside the general scope of the contract.

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

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

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

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

G.7 Payment Due Date (CPFF)

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

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

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

or

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

G.8 Payment Due Date (Fixed Price)

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

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

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

or

- (2) The date the supplies are accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of these supplies in accordance with the terms of the contract.

- (c) If the supplies are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement supplies.
- (d) The date of payment by wire transfer through the Treasury Financial Communications Systems shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.9 Payment Invoice Requirements

G.9.1 Cost Plus Fixed Fee Task Orders

The contractor shall be paid an amount approved by the Contracting Officer after submitting an invoice for allowable costs incurred on each task order on a monthly basis. The invoice shall identify the individuals working on the task order, their hourly rate, indirect charges, any material charges and fee. The contractor must maintain records which may be used to substantiate vouchers by evidence of actual payment and by individual daily job timecards, or such other substantiation approved by the Contracting Officer. Promptly after receipt of such substantiated voucher, the government shall, except as otherwise provided in this contract, make payment thereon as approved by the Contracting Officer. Additional provisions relating to payment for cost plus fixed fee task orders are contained in Section I, Clauses 52.216-7 and 52.216-8.

G.9.1.1 Fee Retention Provisions for Cost Plus Fixed Fee Task Orders

For cost plus fixed fee task orders, after payment of 85 percent of the fixed fee set forth in each task order, the Contracting Officer will withhold further payment of fee. Such amounts withheld shall be retained until the execution and delivery of a final release by the contractor for all work performed under the contract. The total combined amount withheld pursuant to cost plus fixed fee task orders shall at no time exceed \$25,000.00.

G.9.1.2 Fixed Price Task Orders

The contractor shall be paid, upon the submission of a proper invoice, the price stipulated on each task order for services rendered and accepted by the Project Officer. Unless otherwise approved by the Contracting Officer, billing for fixed price task orders shall not be initiated by the contractor until final delivery is made and NRC acceptance obtained for the services performed.

G.10 Invoice Requirements for Cost Plus Fixed Fee Task Orders

Invoices shall be submitted in an original and four copies to the U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, Attention: GOV/COM Accounts Section, Washington, D.C. 2055. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

1. Name of the business concern and invoice date.
2. Contract number or other authorization for delivery of property or services.
3. Description price and quantity of property and services actually delivered or rendered.
4. Shipping and payment terms.
5. Name (where applicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
6. Other substantiating documentation or information as required by the contract, including:
 - a. Task order number
 - b. Total cost, total fee and total task order amount
 - c. Total cost, total fee and total task order amount expended to date
 - d. Total cost, total fee and total task order cumulative amount expended during reported billing period
 - e. Personnel charges used to derive cost figures during reported billing period
 - f. Listing of direct cost contributing toward total cost for billing period

G.11 Interest on Overdue Payments (CPFF)

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payment of the expiration invoice under this contract and requires the payment of interest to Contractors on overdue payments of the expiration invoice or improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.
- (c) For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

G.12 Interest on Overdue Payments (Fixed Price)

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment of interest to contractors on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

Section H - Special Contract Requirements

The contractor shall also accept the GSA negotiated Basic Agreement provisions as set forth in Attachment 6.

H.1 Key Personnel

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

*

* To be incorporated into any resultant contract

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

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

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

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

(e) The contractor shall ensure that support personnel of the same level and type of qualifications and experience are available through the contract term.

H.2 Dissemination of Contract Information (OMB Clearance Number 3150-0112)

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

H.3 Private Use of Contract Information and Data

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

H.4 Proprietary Data and Confidential Information

In connection with the performance of the work under this contract, the Contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. Contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information to the Commission or otherwise dispose of it either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

H.5 Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

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

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

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

(d) Disclosure after award.

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

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

(e) Access to and use of information.

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

- (i) Use such information for any private purpose until the information has been released to the public;
- (ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;
- (iii) submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or

- (iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.
- (2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat such information in accordance with restrictions placed on use of the information.
- (3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.
- (f) Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," shall be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above prescriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

H.6 Determination of Minimum Wages and Fringe Benefits

Each service employee employed in the performance of this contract by the contractor or any sub-contractor shall be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits under Wage Determination Number 80-1294 (R-17) dated May 24, 1985 and attached hereto as Attachment number 5.

H.7 Method of Payment

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

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

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

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES. (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

(R 7-104.27(c))

R 1-1.1508-2(d))

FPR TEMP. REG 76 SERVICE CONTRACT ACT

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

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

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

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract

work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

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

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

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

- (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with paragraph (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.
- (3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.
- (c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.
- (d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standard Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment to this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of §4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after hearing as provided in §4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided for in such agreement are

substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in §4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

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

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

- (ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.
 - (iii) The number of daily and weekly hours so worked by each employee.
 - (iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.
 - (vi) Any list of the predecessor contractor's employees which have been furnished to the contractor pursuant to §4.61(1)(2).
- (2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.
- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback or any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until

such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
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Programmer
Cataloger

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

agreements shall be reported promptly after negotiation thereof. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(FPR Temporary Regulation 76)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 1986. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 1986, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(SS 7-104.91(b) 1975 JUN)

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

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

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

1. 52.202-01 DEFINITIONS (APR 1984)
2. 52.203-01 OFFICIALS NOT TO BENEFIT (APR 1984)
3. 52.203-03 GRATUITIES (APR 1984)
4. 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
5. 52.215-01 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)
6. 52.215-02 AUDIT-NEGOTIATION (APR 1984)
7. 52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (APR 1984)
8. 52.215-24 SUBCONTRACTOR COST OR PRICING DATA (APR 1984)
9. 52.215-30 FACILITIES CAPITAL COST OF MONEY (APR 1984)
10. 52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY (APR 1984)
11. 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (APR 1984)
12. 52.219-09 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (APR 1984)
13. 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (APR 1984)
14. 52.220-03 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)
15. 52.220-04 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (APR 1984)
16. 52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1984)
17. 52.222-03 CONVICT LABOR (APR 1984)
18. 52.222-26 EQUAL OPPORTUNITY (APR 1984)
19. 52.222-29 NOTIFICATION OF VISA DENIAL (APR 1984)
20. 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
21. 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
22. 52.223-02 CLEAN AIR AND WATER (APR 1984)
23. 52.224-01 PRIVACY ACT NOTIFICATION (APR 1984)
24. 52.224-02 PRIVACY ACT (APR 1984)
25. 52.225-07 BALANCE OF PAYMENTS PROGRAM (APR 1984)
26. 52.225-11 CERTAIN COMMUNIST AREAS (APR 1984)
27. 52.227-03 PATENT INDEMNITY (APR 1984)
28. 52.229-03 FEDERAL, STATE AND LOCAL TAXES (APR 1984)
29. 52.229-05 TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
30. 52.229-06 TAXES-FOREIGN FIXED-PRICE CONTRACTS (APR 1984)
31. 52.230-03 COST ACCOUNTING STANDARDS (APR 1984)
32. 52.230-04 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1984)
33. 52.230-05 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1984)
34. 52.230-06 CONSISTENCY IN COST ACCOUNTING PRACTICES (APR 1984)
35. 52.232-01 PAYMENTS (APR 1984)
36. 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (APR 1984)
37. 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
38. 52.232-11 EXTRAS (APR 1984)
39. 52.232-17 INTEREST (APR 1984)

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (Cont'd.)

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

- 40. 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 41. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (to be completed by agency, if applicable)
- 42. 52.232-23 ASSIGNMENT OF CLAIMS (APR 1984)
- 43. 52.233-01 DISPUTES - ALTERNATE I (APR 1984)
- 44. 52.243-01 CHANGES-FIXED PRICE - ALTERNATE II (APR 1984)
- 45. 52.244-05 COMPETITION IN SUBCONTRACTING (APR 1984)
- 46. 52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 47. 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 48. 52.247-34 F.O.B. DESTINATION (APR 1984)
- 49. 52.216-21 REQUIREMENTS (APR 1984)
- 50. 52.208-3 CONFLICTS (APR 1984)
- 51. 52.216-8 FIXED FEE (APR 1984)
- 52. 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 53. 52.243-02 CHANGES--COST-REIMBURSEMENT (APR 1984)
- 54. 52.249-06 TERMINATION (COST-REIMBURSEMENT) (APR 1984)

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

Section J - List of Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Listing of Federal Government Holidays
3	Wage Determination No. 80-1294 (R-17), dated 11-27-84
4	GSA Basic Agreement