

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1   2	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>NRC-10-85-252</b>		3. EFFECTIVE DATE <b>August 22, 1985</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>ADM-85-252</b>			
5. ISSUED BY <b>U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555</b>		6. ADMINISTERED BY (If other than Item 5) <b>U.S. Nuclear Regulatory Commission</b>		7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and Zip Code) <b>Microform, Incorporated ATTN: Mr. James P. Ruocchio, Jr. 1302 18th Street, NW, Suite 702 Washington, DC 20036</b>			
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT <b>N/A</b>					
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		11. SHIP TO/MARK FOR <b>U.S. NRC ATTN: Harold R. Nemecheck, RECSB, 042 Washington, DC 20555</b>					
12. PAYMENT WILL BE MADE BY <b>U.S. NRC, ORM, Division of Accounting and Finance, ATTN: GOV/COM Accounts Washington, DC 20555</b>		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)					
14. ACCOUNTING AND APPROPRIATION DATA <b>Appropriation No. 31X0200.405 B&amp;R No. 48-20-24-8-14</b>		15. ITEM NO. 15B SUPPLIES/SERVICES 15C QUANTITY 15D UNIT 15E UNIT PRICE 15F AMOUNT					
The Government hereby accepts Microform, Incorporated's bid dated June 21, 1985 submitted in response to IFB No. RS-ADM-85-252, which is incorporated herein and made a part hereof, to provide microfiche services for source drawing documents.		ESTIMATED					
15G. TOTAL AMOUNT OF CONTRACT		<b>\$165,475.00</b>					

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE			
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>RS-ADM-85-252</b> 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) <b>8509130068 850822 PDR CONTR NRC-10-85-252 PDR</b>		20A. NAME OF CONTRACTING OFFICER <b>Timothy F. Hagan, Contracting Officer</b>	
19B. NAME OF CONTRACTOR		20B. UNITED STATES OF AMERICA	
19C. DATE SIGNED		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		BY <i>[Signature]</i> (Signature of Contracting Officer)	

1. Section F.2, Duration of Contract Period, is hereby completed to read as follows:

"F.2 Duration of Contract Period

The contract shall become effective September 9, 1985 and shall continue for twenty-four (24) months thereafter."

2. Section G.1, Contract Ceiling Amount, is hereby completed to read as follows:

"G.1 Contract Ceiling Amount

The total amount of this contract for the delivery and acceptance of the products/services stipulated in Section B is \$165,475.00. The amount of funds available for performance under this contract is \$40,000.00. 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."

3. Section G.3, Project Officer, Paragraph B, is hereby completed to read as follows:

"B. Name and Mail Code:	Harold R. Nemecheck, 042
Office Address:	U.S. Nuclear Regulatory Commission Records Services Branch, TIDC Washington, DC 20555
Telephone Number:	(301) 492-9527"

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. One (1)	3. EFFECTIVE DATE June 7, 1985	4. REQUISITION/PURCHASE REQ. NO. ADM-85-252	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ALL OFFERORS Microform, Inc. 1302 18th St., NW - Suite 702 Washington, DC 20036			9A. AMENDMENT OF SOLICITATION NO. RS-ADM-85-252	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended. **BID OPENING DATE AND TIME IS EXTENDED TO JUNE 25, 1985, 11:00 A.M.**

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 one 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.

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

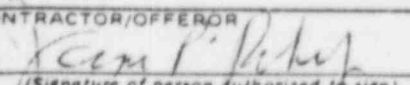

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

Refer to Section C - Description/Specifications/Work Statement, Subsection C.1.3 - Pickup and Delivery, and delete "computer tape reels" from the list of items to be picked up.

In addition to the above change, offerors are hereby notified that the Government anticipates an effective date of September, 1985 for commencement of contract effort.

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) James P. Ruocchio, Jr. President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy F. Hagan Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/21/85
15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/27/85

<b>SOLICITATION, OFFER AND AWARD</b>		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG 2 AND/OR DMS REG 1		RATING		PAGE OF 1   1 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO.  RS-ADM-85-252		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> ADVERTISED (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 5/17/85	
7. ISSUED BY  U.S. Nuclear Regulatory Commission Division of Contracts, AR 2223 Washington, D.C. 20555		CODE		6. REQUISITION/PURCHASE NO. ADM-85-252		8. ADDRESS OFFER TO (If other than Item 7)  Handcarried offers, which includes "Express Mail" or delivery by any commercial delivery service, must be delivered to the address in Block 9.	

NOTE: In advertised 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 listed in Room 2223, 4550 Montgomery Avenue until 3:00 local time 6/17/85  
2nd Floor, Bethesda, Maryland 20814 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, 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: <b>A. NAME</b> Mrs. Cindy Fleenor	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 492-4519
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ 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 set opposite 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. 52.232-8)	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

15A. NAME AND ADDRESS OF OFFEROR  Microform, Inc. 1302 18th Street, NW - Suite 702 Washington, DC 20036	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  James P. Ruocchio, Jr. President
15B. TELEPHONE NO. (Include area code) 202-223-0300	<input checked="" type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE <i>James P. Ruocchio, Jr.</i>
			18. OFFER DATE 6/10/85

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	23. NEGOTIATED PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 252(c) ( )
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  (Signature of Contracting Officer)
		28. AWARD DATE

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

CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D

PAGE 2 OF 2c

NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PART I - <u>THE SCHEDULE</u>					
Section B - <u>Supplies or Services and Prices/Costs</u>					
The contractor shall provide services to the U.S. Nuclear Regulatory Commission (NRC) to produce microfiche from source documents in accordance with the requirements specified under Section C - <u>Description/Specifications</u> . The services shall be provided for a two (2) year period.					
Production capability of an estimated 750 microfiche per week of masters of source documents is required. The quantity of 750 is not guaranteed.					
ESTIMATED					
<u>First Year</u>					
1.	Masters, Silver/Halide, in envelopes	21,000	EA	\$ .84	\$ 17,640.00
2.	Silver/Halide Duplicates from Masters in envelopes	30,000	EA	\$ .09	\$ 2,700.00
3.	Black/Diazo Duplicates in envelopes	30,000	EA	\$ .09	\$ 2,700.00
4.	Images	1,400,000	EA	\$ .019	\$ 26,600.00
5.	Preparing (photo-composing header from available data, e.g., document title) Standard format to be provided by NRC	21,000	EA	\$ .24	\$ 5,040.00
6.	Prepare and insert targets	21,000	EA	\$ .15	\$ 3,150.00
7.	Prepare and insert flashcards	39,000	EA	\$ .05	\$ 1,950.00
8.	Reassemble Source Documents with Stapler	21,000	EA	\$ .38	\$ 7,980.00
9.	Prepare layout of each fiche	21,000	EA	\$ .54	\$ 11,340.00
10.	Blowback fiche to hard copy (page)	2,700	EA	\$ .15	\$ 405.00

CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		ESTIMATED			
	<u>First Year (Continued)</u>				
11.	Prepare indexes for fiche as required (Unit price should be based on a yearly requirement assuming that this item will require an individual with library science background and that a maximum of 50 hours of such individual's time will be required per year)	1 Unit	EA	\$ 500.00	\$ 500.00
	<u>Aperture Cards</u>				
1.	Aperture Cards - 35 mm (72 hour turn-around)	1,000	EA	\$ .56	\$ 560.00
2.	Diazo Duplicates from Aperture Cards (72 hour turnaround) (22,500) Diazo Duplicates (see Items 2.1 and 2.2)				
2.1	Diazo Duplicates - Key punched	7,500	EA	\$ .085	\$ 637.50
2.2	Diazo Duplicates - Unkey punched	15,000	EA	\$ .085	\$ 1,275.00
3.	Interpretation of previous keypunched Aperture Cards	7,500	EA	\$ .01	\$ 75.00
4.	Electrostatic copies from 35 mm Aperture Cards (minimum sheet size 18" x 24" - 72 hour turnaround)	250	EA	\$ .74	\$ 185.00
	<u>Pickup and/or Delivery</u>				
	(Unit price per month assuming maximum requirement of twenty (20) roundtrip per month.)	12	EA	\$ N/C	\$ 0.00
	TOTAL ESTIMATED AMOUNT FOR FIRST YEAR-----				\$ 82,737.50

CONTINUATION SHEET

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PAGE 2b OF 2c

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		ESTIMATED			
	Second Year				
1.	Masters, Silver/Halide, in envelopes	21,000	EA	\$ .84	\$ 17,640.00
2.	Silver/Halide Duplicates from Masters in envelopes	30,000	EA	\$ .09	\$ 2,700.00
3.	Black/Diazo Duplicates in envelopes	30,000	EA	\$ .09	\$ 2,700.00
4.	Images	1,400,000	EA	\$ .019	\$ 26,600.00
5.	Preparing (photo-composing header from available data, e.g., document title) Standard format to be provided by NRC	21,000	EA	\$ .24	\$ 5,040.00
6.	Prepare and insert targets	21,000	EA	\$ .15	\$ 3,150.00
7.	Prepare and insert flashcards	39,000	EA	\$ .05	\$ 1,950.00
8.	Reassemble Source Documents with Stapler	21,000	EA	\$ .38	\$ 7,980.00
9.	Prepare layout of each fiche	21,000	EA	\$ .54	\$ 11,340.00
10.	Blowback fiche to hard copy (page)	2,700	EA	\$ .15	\$ 405.00

## CONTINUATION SHEET

REF. NO. OF DOC. BEING CONT'D.

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		ESTIMATED			
	<u>Second Year (Continued)</u>				
11.	Prepare indexes for fiche as required (Unit price should be based on a yearly requirement assuming that this item will require an individual with library science background and that a maximum of 50 hours of such individual's time will be required per year)	1 Unit	EA	\$ 500.00	\$ 500.00
	<u>Aperture Cards</u>				
1.	Aperture Cards - 35 mm (72 hr turn-around)	1,000	EA	\$ .56	\$ 560.00
2.	Diazo Duplicates from Aperture Card, (72 hour turnaround) (22,500) Diazo Duplicates (see Items 2.1 and 2.2)				
2.1	Diazo Duplicates - Key punched	7,500	EA	\$ .085	\$ 637.50
2.2	Diazo Duplicates - Unkey punched	15,000	EA	\$ .085	\$ 1,275.00
3.	Interpretation of previous keypunched Aperture Cards	7,500	EA	\$ .01	\$ 75.00
4.	Electrostatic copies from 35 mm Aperture Cards (minimum sheet size 18" x 24" - 72 hour turnaround)	250	EA	\$ .74	\$ 185.00
	<u>Pickup and/or Delivery</u>				
	(Unit price per month assuming maximum requirement of twenty (20) roundtrip per month.)	12	EA	\$ N/C	\$ 0.00
	TOTAL ESTIMATED AMOUNT FOR SECOND YEAR-----				\$ 82,737.50

Section B - Supplies or Services and Prices/Costs

B.2 Remittance Address

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

Name: Microform, Inc.  
Address: P.O. Box 5977  
Philadelphia, PA 19137

Section C - Description/Specifications/Work Statement

C.1 Statement of Work

C.1.1 Description of Services

The contractor shall provide the plant and furnish all equipment, materials, and labor incidental to the performance of this contract. The contractor shall produce microfiche masters (silver halide) filmed in the standard 24 x 98 image format. Masters are required to have a floating image (clear grid like between pages). The masters shall be produced with positive imaged titles and the negative imaged text areas. Duplicates shall be reproduced onto .005 mil. thick polyester based silver or diazo film as required by the NRC. Each microfiche master and duplicate must be cut, collated, and inserted into an acid free protective envelope. Each master and each duplicate must be placed in separate envelopes. The NRC maintains the right to perform sensitive services it deems necessary in-house.

The maximum document size to be filmed will be an engineering drawing (5' x 4'). The majority of the documents (approximately 90 percent) to be filmed are standard 8-1/2" by 11" or less. The remaining 10 percent will range from over 8-1/2" by 11" to 5' by 4'.

The documents to be microfiched have variable headers. The contractor shall develop titles and index from source documents.

The contractor shall completely or partially (as specified in writing with each job pick up) reassemble documents for return to the NRC.

Aperture Cards: From drawing submitted by the NRC, produce aperture cards and duplicates (silver halide).

Aperture card masters are to conform to MIL SPEC Standards MIL-C-9877B and MIL-C-9949. MIL SPEC Standards are on display for review in the NRC Public Document Room, 1717 H Street, N.W., Washington, D.C.

Duplicate of aperture cards are to be of diazo film. Key punching of masters and/or duplicates of aperture cards will be specified with each pick up.

When duplicates are not required to be key-punched, all identifiers present on the master shall be stamped into the duplicates.

#### C.1.2 Specifications

1. Format - 24 x 98 frames. All finished fiche shall meet all the standards of ANSI PH 5.9 - 1975. No variation is permitted. Consistent placement of the page image within the frame and accurate from registration is essential to the use of these microfiche as input to a high-speed fiche to paper copies.
2. Image Resolution. The quality of all microfiche produced must be such that the resolution requirement listed below for each type is resolved when read in accordance with the procedures of MBS Microcopy Resolution Test Chart 1010.

Silver Halide Microfiche - A minimum of 150 line pairs per mm.

Diazo Microfiche - A minimum of 135 line pairs per mm.

3. Background Density. Background variations within the document image area that are outside the specific limits, resulting from contrast differences within the original document due to corrections, erasures, patching, aging, continuous tone, or half tone areas may be acceptable if the resulting image meets the other technical quality requirements of this specification. Microfilm exposure will be set or adjusted for each document or document page as necessary to achieve background density within the desired range. All densities mentioned in this specification are gross densities. The density shall be visual diffuse (Type VI B) as measured using the method described in ANSI Standard PH2.19-1959. The visual diffuse transmission density of the background of the document image on the microfiche shall be as listed below:

	<u>Density Unit</u>
Silver Halide Microfiche	0.90 thru 1.20
Diazo Microfiche	0.90 thru 1.30

4. Base Density and Clear Areas. The gross visual diffuse density in the clear base areas and clear image areas shall not exceed 0.20 density units for any silver halide or diazo microfiche.

5. Film Base and Title Backing. Silver halide microfiche will be on a nominal 5 mil to 8 mil clear acetate or polyester base. The build-up because of title backing material shall not exceed the thickness of one-half mil.
6. Delivered Product. Microfiche produced in accordance with this specification shall be free of scratches, holes, tears, finger marks, dirt, dust, or any other defect that might adversely affect the quality of reproductions made from the microfiche.
7. Filming Procedures.
  - a. A test target shall be filmed as the first frame of each microfiche.
  - b. If the original document is of marginal photographer quality, a Marginal Photography Target shall be filmed in the second frame of the fiche.
  - c. All documents shall be filmed right-reading, comic mode, unless otherwise specified by NRC. Bound documents may be guillotined. Oversized documents may be folded and overlap permitted. Any microfiche containing a frame that is not right-reading will be rejected and must be refilmed without cost to the NRC.
  - d. Each document image shall be consistently positioned in the same place within the frame. The use of a high-speed fiche to paper copier necessitates consistent placement of document images and accurate registration of rows and columns of frames on the fiche.

### C.1.3 Pickup and Delivery

For purposes of this contract "turnaround" time is defined as the period from time of pickup of the computer tape reels, source documents, source document drawings or aperture cards to the time of delivery of the completed microfiche and/or aperture cards. Time of delivery shall be specified in writing with each job pick up. In normal cases, a 3 to 5 working day turnaround time shall be required. However, certain jobs may be considered as urgent, and a 24-hour turnaround time shall be required. Except in the event of an unforeseen nuclear emergency situation, less than approximately 5 percent of the jobs would be considered urgent.

Pickup and delivery may be required at each of the following locations:

U.S. Nuclear Regulatory Commission  
7920 Norfolk Avenue  
Bethesda, Maryland  
Attention: Harold Nemecheck

U.S. Nuclear Regulatory Commission  
 1717 H Street  
 Washington, D.C.  
 Attention: Paul Jones

The contractor shall assure that an individual in his employ is available to accept telephone orders and/or written orders from the Project Officer or Contracting Officer between the hours of 8:30 a.m. and 5:00 p.m. each Monday through Friday, except holidays observed by the Federal Government. Pick up and/or delivery services may be required on a daily (Monday through Friday) basis at the direction of the Project Officer. All pickup and/or deliveries must be accomplished between the hours of 8:30 a.m. and 2:00 p.m. A maximum of twenty (20) pickups and/or deliveries (roundtrips) may be required per month. On telephone orders placed between the hours of 8:30 a.m. and 5:00 p.m. on any given day, the contractor shall pick up the source documents, drawings or aperture cards the following regular work day, excluding Saturdays, Sundays and legal holidays, between the hours of 8:30 a.m. and 2:00 p.m.

The following is an estimate of the maximum quantities of items that NRC may order on any given day.

<u>Item</u>	<u>Maximum</u>
1. Masters	100
2. Silver/Diazo Duplicated in Envelopes	500
3. Images	10,000
4. Preparing Photo-composing Header from Available Data, e.g., Document Title (Standard Format to be Provided by NRC)	100
5. Prepare and Insert Targets	100
6. Prepare and Insert Flashcards	100
7. Reassemble Source Documents with Stapler	100
8. Prepare Layout of Each Fiche	100
9. Blowback Fiche to Hard Copy (Page)	500
10. Prepare Indexes for Fiche as Required	N/A

Section D - Packaging and Marking

Not applicable.

## Section E - Inspection and Acceptance

### E.1 Place of Inspection and Acceptance

- a. Inspection and acceptance of the deliverable items to be furnished hereunder shall be made at the destination.
- b. Upon receipt of all deliverable items specified, the Project Officer or his authorized representative shall inspect each item for compliance with the specifications contained herein.
- c. Acceptance or rejection of deliverable items shall be made in writing by the Project Officer within seven (7) calendar days after receipt of said deliverable items from the contractor. In the event of rejection of any portion of the work, completion of corrected items shall be received within two (2) calendar days after receipt of notice of rejection. Final acceptance shall be made in writing only after the work has been corrected to the extent that it conforms to the specifications contained herein and has been approved by the Project Officer. The contractor shall be notified of final acceptance within ten (10) calendar days after receipt of the corrected items.

## Section F - Deliveries and Performance

### F.1 Place of Delivery

The contractor shall refer to Section C.1.3 for deliverable provisions.

### F.2 Duration of Contract Period

The contract shall become effective on either the date of award or the effective date as otherwise specified, and shall continue for twenty-four (14) months thereafter.

## Section G - Contract Administration Data

### G.1 Contract Ceiling Amount

The total amount of this contract for the delivery and acceptance of the products/services stipulated in Section B is \* . The amount of funds available for performance under this contract is \* . 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.2 Technical Direction

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in Section G.3 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.3 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.4 Payments

1. In the absence of a discount, the contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty (30) days after submission or date of delivery, whichever is later, the prices stipulated in Section B for products/services delivered and accepted as herein provided.
2. If this contract provides for a discount, the contractor shall indicate the contract's discount terms (Block 13 of Page 1) on the face page of the invoice or voucher.
3. The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceed \$25,000.00. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000.00 or less.

G.5 Payment Due Date

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

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

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

or

- (2) The date the final deliverable product/service is accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.

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

G.6 Invoice Requirements

Invoices shall be submitted in an original and 4 copies to:

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

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract number or other authorization for delivery of property or services.
- (3) Description price and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms.
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating documentation or information as required by the contract.

G.7 Method of Payment

- (a) Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.
- (b) Within seven days after the effective date of the contract, the Contractor shall forward the following information in writing to the Contracting Officer to facilitate wire transfer of contract payments. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, Contractor shall complete all items except items 7 - 9. In the event the

Contractor's financial institution does not have access to the Federal Reserve Communications System, Contractor shall complete all items except item 4.

1. Name and address of organization
  2. Contact person and telephone number
  3. Name and address of financial institution
  4. Financial institutions's 9-digit ABA identifying number for routing transfer of funds
  5. Telegraphic abbreviation of financial institution
  6. Account number at your financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications System
  7. Name and address of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to 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.

G.8 Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment of interest to contractors on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:

- (1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
- (2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

#### G.9 Ordering Procedures

All orders will be issued on a "Requisition for Printing, Graphics and Photographic Services" NRC Form 20 (see Attachment 3) and will be signed by the Project Officer or the Contracting Officer, dated and numbered. Verbal orders will be confirmed by the Project Officer or the Contracting Officer on NRC Form 20. Each order will include the item number, description of items, quantity desired, unit price, and total amount for quantity of items desired, unit price, and total amount for quantity of items desired and delivery time. In addition, the total amount for all items and quantities desired will be reflected on each order.

For purposes of this contract, the "Requisition for Printing, Graphics and Photographic Services" constitutes the "delivery order" required by Clause 52.216-18 of this contract.

Materials and specific instructions will be numbered and recorded by the NRC Project Officer and signed for by the contractor representative at the time work is picked up. When the work is picked up, the contractor's representative will sign a receipt for the work being picked up and record time of pickup. Return of these documents by the contractor will be compared with the records and verified before final acceptance of the completed job by the Project Officer. Each job returned after completion must be accompanied with a support document indicating job name and number, date completed and delivered, frame count--original and duplicates--and any other pertinent data indicated by the Project Officer.

#### Section H - Special Contract Requirements

##### H.1 Point of Contact

The following personnel are hereby designated by the contractor as those individuals responsible for accepting orders placed by the NRC in accordance with Section C.1.3 of the Statement of Work.

James P. Ruocchio, Jr. - President

202-223-0300

Name\*

Telephone Number

Linda P. Frazier - Vice President

215-289-5700

Name\*

Telephone Number

\* To be incorporated into any resultant contract.

H.2

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

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

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

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

(d) Disclosure after award.

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

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

the contract for convenience if it deems such termination to be in the best interests of the Government.

(e) Access to and use of information.

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

(i) Use such information for any private purpose until the information has been released to the public;

(ii) compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;

(iii) submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or

(iv) release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

(2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," shall be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above prescriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

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

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

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

Nothing in this paragraph shall preclude the Contractor from offering or selling its standard commercial items to the Government.

H.3 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 A1519074 dated February 7, 1985, attached hereto as Attachment Number 4.

H.4 Estimated Requirements

The quantities listed in Section B. of this solicitation are estimates of the amount of work which may be required and ordered hereunder. If such requirements fail to materialize, such failure shall not constitute grounds for equitable adjustment hereunder.

H.5. Subcontracts for Work or Services

No contract shall be made by the contractor with any other party for furnishing any of the work or services required herein without the prior written approval of the Contracting Officer. This provision shall not be construed, however, as requiring the prior approval of contracts of employment between the contractor and personnel assigned by the contractor to provide services hereunder.

## PART II - CONTRACT CLAUSES

### Section I - Contract Clauses

#### 52.216-18 ORDERING. (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through twenty-four (24) months thereafter.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

(End of clause)

(R 7-1101 1968 JUN)

#### 52.216-19 DELIVERY-ORDER LIMITATIONS. (APR 1984)

(a) Minimum Order. There are not minimum ordering limitations associated with this contract. The contractor shall be required to respond to each order placed by the NRC in accordance with Section C.1.3 of the Statement of Work.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the maximum quantities identified under Section C.1.3 of the Statement of Work.;

(2) Any order for a combination of items in excess of the maximum quantities identified under Section C.1.3 of the Statement of Work; or

(3) A series of orders from the same ordering office within one (1) day 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 one (1) business 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)

(R 7-1102.1(a) 1965 AUG)

(R 7-1102.2(a))

(R 7-1102.3(a))

52.216-21 REQUIREMENTS. (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 Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to 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) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(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 five (5) business days from the expiration date of this contract..

(End of clause)  
(R 7-1102.2(b) 1966 OCT)

FPR TEMP. REG 76 SERVICE CONTRACT ACT

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

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

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

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

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

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

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

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

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair

Labor Standard Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of §4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after hearing as provided in §4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in §4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

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

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which have been furnished to the contractor pursuant to §4.61(1)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback or any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
Librarian	\$12.94
Micrographic Specialist	9.45
Camera Production Operator	6.89
File Clerk	6.89
Typist	6.16
Messenger	6.16

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)

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

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

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

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

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

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

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

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

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

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

journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

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

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

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

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

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

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

(FPR Temporary Regulation 76)

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

Funds are not presently available for performance under this contract beyond \* . 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 \*, 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)

\* To be incorporated into any resultant contract.

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

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

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

Section E

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

Section F

52.212-15 GOVERNMENT DELAY OF WORK. (APR 1984)

Section I

52.202-1 DEFINITIONS. (APR 1984)  
52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)  
52.203-3 GRATUITIES. (APR 1984)  
52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)  
52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (APR 1984)  
52.222-26 EQUAL OPPORTUNITY. (APR 1984)  
52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)  
52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)  
52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT. (APR 1984)  
52.232-1 PAYMENTS. (APR 1984)  
52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (APR 1984)  
52.232-11 EXTRAS. (APR 1984)  
52.232-17 INTEREST. (APR 1984)  
52.232-23 ASSIGNMENT OF CLAIMS. (APR 1984)  
52.233-1 DISPUTES. (APR 1984)  
52.243-1 CHANGES--FIXED-PRICE. (APR 1984)--Alternate I. (APR 1984)  
  
52.246-25 LIMITATION OF LIABILITY--SERVICES. (APR 1984)  
52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM). (APR 1984)  
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)  
52.251-1 GOVERNMENT SUPPLY SOURCES. (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 Organization Chart
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Form 20, "Requisition for Printing Graphics and Photographic Services"
4	Wage Determination No. A1519074, dated February 7, 1985, 24 pages

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

Section K - Representations, Certifications and Other Statements of Offerors or QuotersK.1 FAR Provisions

## 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT. (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.

(1) / / has, ~~/x/~~ / has not employed or retained any person or company to solicit or obtain this contract; and

(2) / / has, / x/ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)  
(R 7-2002.1 1974 APR)  
(R 1-1.505)

## 52.214-2 TYPE OF BUSINESS ORGANIZATION--SEALED BIDDING. (APR 1985)

The bidder, by checking the applicable box, represents that it operates as ~~/x/~~ a corporation incorporated under the laws of the State of RA....., / / an individual, / / a partnership, / / a nonprofit organization, or / / a joint venture.

(End of provision)

## 52.214-8 PARENT COMPANY AND IDENTIFYING DATA. (APR 1984)

(a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(b) The bidder / / is, /xx/ is not [check applicable box] owned or controlled by a parent company.

(c) If the bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address  
of Parent Company (Include  
Zip Code)

Parent Company's Employer's  
Identification Number

.....  
(d) If the bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line .23-2189232... .

(End of provision)

(R SF 33, Part 2, Para 6 1977 MAR)

(R SF 33A, Para 16 and 17 1969 MAR)

#### 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING. (APR 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, /x/ intends, / / does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street  
Address, City, County, State,  
Zip Code)

Name and Address of Owner  
and Operator of the Plant or  
Facility if Other than Bidder

Microform, Inc.

10745-2 Tucker Street

Beltsville, MD 20705

(End of provision)

#### 52.214-16 MINIMUM BID ACCEPTANCE PERIOD. (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: ..... calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of provision)  
(R 2-201(a) Sec. L(xvii) (A) and (B) 1975 MAR)  
(R 2-201(b)(xii)(B) 1975 MAR)  
(R 1-2.201(a)(15))

52.215-6 TYPE OF BUSINESS ORGANIZATION. (APR 1984)

The offeror or quoter, by checking the applicable box, represents that it operates as / x / a corporation incorporated under the laws of the State of Pennsylvania, / / an individual, / / a partnership, / / a nonprofit organization, or / / a joint venture.

(End of provision)  
(AV SF 33 1977 MAR)  
(R SF 19B, Para 4, 1976 JUNE)

52.215-11 AUTHORIZED NEGOTIATORS. (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>
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(End of provision)  
(R 3-501(b) Sec K (iv))

52.215-20 PLACE OF PERFORMANCE. (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, / x / intends, / / does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
Microform, Inc.	
10745-2 Tucker St.	
Beltsville, MD 20705	

(End of provision)  
(R 3-501(b) Sec K (viii))

52.219-1 SMALL BUSINESS CONCERN REPRESENTATION. (APR 1984)

The offeror represents and certifies as part of its offer that it /xx/ is, / / is not a small business concern and that / / all, / x/ not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(End of provision)

(R 3-501(b)(3), Part IV, Section K, (i)(A) 1979 SEP)

52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION. (APR 1984)

(a) Representation. The offeror represents that it / / is, /xx/ is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

(End of provision)

(R 7-2003.74 1980 AUG)

(R 3-501(b)(3), Part IV, Section K, (i)(B) 1980 AUG)

## 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION. (APR 1984)

(a) Representation. The offeror represents that it / / is, ~~xxx~~ / is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(End of provision)

(R FPR Temp. Reg 48 1978 DEC)

## 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES. (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)  
(R 7-2003.14(b)(1)(A) 1970 AUG)  
(R 1-12.803-10(d))

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The offeror represents that--

(a) It /x/ has, / / has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It /x/ has, / / has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)  
(R 7-2003.14(b)(1)(B) 1973 APR)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it /x/ has developed and has on file, / / has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it / / has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)  
(R 7-2003.14(b) 1979 SEP)  
(R 1-12.805-4)

Section L - Instructions, Conditions, and Notices to Offerors or Quoters

L.1 Small Business Size Standard and Product Classification

The supplies/services described herein are classified in the Standard Industrial Classification Manual as Number 7339. The small business standard is not to exceed \$3.5 million average annual receipts over preceding three fiscal years.

L.2 Award Notification and Commitment of Public Funds

All offerors will be notified of their selection or nonselection as soon as possible. Formal notification of nonselection will not be made until a contract has been awarded.

It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government (i.e., the NRC) to expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the Contracting Officer, NRC technical personnel cannot

issue contract modifications, give informal contractual commitments or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include such actions as:

- a. encouraging a potential Contractor to incur costs prior to receiving a contract,
- b. requesting or requiring a Contractor to make changes under a contract without formal contract modifications,
- c. encouraging a Contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable, and
- d. committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

L.3 Disposition of Bids

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

L.4 Nondiscrimination Because of Age (FAR 22.901)

It is the policy of the Executive Branch of the Government that (a) Contractors and Subcontractors engaged in the performance of Federal contracts shall not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bonafide occupational qualification, retirement plan, or statutory requirement, and (b) that Contractors and Subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bonafide occupational qualification, retirement plan, or statutory requirement.

L.5 Abstract of Bids

The abstract of bids shall be completed as soon as possible after the bids have been opened and read. The abstract of bids shall be posted on a bulletin board at the following two locations:

U.S. Nuclear Regulatory Commission  
Room 2223  
4550 Montgomery Avenue  
Bethesda, MD 20814

U.S. Nuclear Regulatory Commission  
Public Document Room  
1717 H Street, N.W.  
Washington, DC 20555

L.6 Location of Bid Opening

A public bid opening will be held at on in the Nuclear Regulatory Commission Bid/Proposal room located at the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts  
4550 Montgomery Avenue, Room 2223  
Bethesda, MD 20814

L.7 Other Contractual Commitments

The bidder shall list any commitments, Government or private, and indicate whether these commitments will or will not interfere with the completion of the work contemplated under this solicitation.

L.8 Solicitation Provisions

52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a fixed price requirements contract resulting from this solicitation.

(End of provision)  
(R 3-501(b) Sec L (iv))

52.233-2 SERVICE OF PROTEST (JAN 1985)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from the Division of Contracts; U.S. Nuclear Regulatory Commission; Bethesda, Maryland.

(End of Provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (APR 1984)

This solicitation incorporates the following solicitation provisions 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) SOLICITATION PROVISIONS

Section L

- 52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING. (APR 1985)
- 52.214-3 ACKNOWLEDGMENT OF AMENDMENTS TO INVITATIONS FOR BIDS. (APR 1984)
- 52.214-4 FALSE STATEMENTS IN BIDS. (APR 1984)

- 52.214-5 SUBMISSION OF BIDS. (APR 1984)
- 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS. (APR 1984)
- 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS.  
(APR 1984)
- 52.214-9 FAILURE TO SUBMIT BID. (APR 1984)
- 52.214-10 CONTRACT AWARD--SEALED BIDDING. (APR 1985)
- 52.214-11 ORDER OF PRECEDENCE--SEALED BIDDING. (APR 1985)
- 52.214-12 PREPARATION OF BIDS. (APR 1984)
- 52.214-13 TELEGRAPHIC BIDS. (APR 1984)
- 52.214-15 PERIOD FOR ACCEPTANCE OF BIDS. (APR 1984)
- 52.214-17 AFFILIATED BIDDERS. (APR 1984)

## Section M - Evaluation Factors for Award

### M.1 Bidder Qualifications and Past Experience

- (a) Before a bid is considered for award, the bidder may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization financial resources, and plant available to be used in performing the work.
- (b) The Government reserves the right to have a representative or representatives inspect the plant of any bidder prior to awarding the contract for the purpose of ascertaining if the plant and equipment of the bidder afford the proper facilities for producing work which will meet the requirements, specifications, and provisions of this solicitation.
- (c) Bidder shall list three (3) previous/current contracts for the same or similar products: This information will assist the Contracting Officer in his/her Determination of Responsibility. Failure to provide this information will not necessarily result in an unfavorable Determination of Responsibility.

(1) Contract No.:

Name and address of  
Government Agency or  
Commercial Entity:

Point of Contact and  
Telephone Number:

(2) Contract No.:  
Name and address of  
Government Agency or  
Commercial Entity:

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---

Point of Contact and  
Telephone Number:

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---

(3) Contract No.:  
Name and address of  
Government Agency or  
Commercial Entity:

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Point of Contact and  
Telephone Number:

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Additional information will be supplied to the Contracting Officer upon request.

M.2 Bid Evaluation

- a. Bids in response to this IFB shall set forth full, accurate, and complete information as required herein. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.
- b. Award will be made to that responsive, responsible bidder within the meaning of Federal Acquisition Regulation 9-1 whose total bid amount, as set forth by the bidder in the appropriate blank of Page of this IFB constitutes the lowest overall evaluated final contract price to the Government based upon the requirements as set forth in the schedule. Bids will be evaluated for purposes of award by first ascertaining the sum of the total amount for each of the items specified in Section B., contained on Page of this solicitation.

This will constitute the bidder's "Total Bid Amount." Any bid which is materially unbalanced as to price for the separate items specified on Page of this IFB may be rejected as nonresponsive. Such an unbalanced bid is defined as one which is based on price which, in the opinion of NRC, are significantly less than cost for some work and/or prices that may be significantly overstated for other work.

- c. Separate charges, in any form, are not solicited. Bids containing such charges for discontinuance, termination, failure to exercise an option, or for any other purpose will cause the bid to be rejected as nonresponsive.
- d. A preaward onsite survey of the bidder's facilities, equipment, etc., in accordance with FAR 9.106 may be made by representatives of the Commission for the purpose of determining whether the bidder is responsible within the meaning of FAR 9.1 and whether the bidder possesses qualifications that are conducive to the production of work that will meet the requirements, specifications, and provisions of this contract. Also, if requested by the Commission, the prospective Contractor may be required to submit statements within 72 hours after such request: (i) concerning their ability to meet any of the minimum standards set forth in FAR 9.104, (ii) samples of work, and (iii) names and addresses of clients, Government agencies and/or commercial firms which the bidder is now doing or has done business with.
- e. Notwithstanding Paragraph b of this Section M. - Bid Evaluation, the award of any contract resulting from this solicitation will be made on an "all or none" basis. Thus, bids submitted on fewer than the items listed in Section B. of this IFB, or on fewer than the estimated quantity will cause the bid to be rejected as nonresponsive.

M.3 Price

Bidders must insert a definite price or indicate "no charge" in the blank space provided for each item and/or subitem listed in Section B.1 hereof. Unless expressly provided for herein, no additional charge will be allowed for work performed under the contract other than the unit prices stipulated herein for each such item and/or subitem.



## PART 20-1 -- GENERAL

## Subpart 20-1.54--Contractor Organizational Conflicts of Interest

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

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

## §20-1.5401 Scope and Policy

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

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

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

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

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

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

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

(g) Remedies. For breach of any of the above proscriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

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

#### § 20-1.5405-2 Special contract provisions.

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

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

#### § 20-1.5407 Conflicts identified after award.

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

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

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

§ 20-1.5411 Waiver

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

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

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

NRC Form 20  
(3-82)  
NRCM 0260

U.S. NUCLEAR REGULATORY COMMISSION

JOB NUMBER (Leave blank)

# REQUEST FOR PRINTING, GRAPHIC, AUDIOVISUAL, AND PHOTOGRAPHIC SERVICES

REQUESTING OFFICE Appropriate block must be checked before request will be started.

OFFICE	OCM	ASLBP	ASLAP	ACRS	OIA	PE	OC	SECY	PA	CA	EDO	ADM	ELD	CON	EO	MPA	P	SP	AEOD	MASS	NGR	RES	E	SOBU
CODE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24

REQUESTER

PHONE

DATE

DATE AND TIME  
REQUIRED (NOT ASAP)

MAIL STOP NO.

TITLE OF JOB

FORM OR NUREG NO.

☐ Unclassified☐ Other
☐ Call for Pickup  
☐ Return by Mail  
☐ Deliver to Dist.

## PRINTING (FOR MORE THAN 50 COPIES)

NO. OF PAGES

NO. OF COPIES

SIZE OF COMPLETED JOB

☐ 8 1/2 x 11 ☐ 8 1/2 x 14 ☐ 11 x 17

OTHER (Specify)

PADDING

No. of Pads

Sheets to Pad

PRINT

PAPER COLOR

INK

FOLD TO:

- ☐ One Side  
☐ Head to Head  
☐ Head to Foot

COVER

TEXT

☐ Assemble☐ Staple

PUNCHING

No. of Holes

Diameter

Spacing

## GRAPHIC

☐ Design☐ Illustration

No. of Originals

☐ Composition☐ Exhibit☐ Presentation☐ Publication☐ Other

OTHER (Specify)

SIZE OF COMPLETED JOB

☐ 8 1/2 x 11☐ 11 x 17☐ 8 1/2 x 14☐ 30 x 40

## AUDIOVISUAL

(Check appropriate  
box and explain  
under special in-  
structions)

- ☐ Video Service  
☐ Audio Services  
☐ Public Address  
☐ Other

## PHOTOGRAPHIC

SIZE

- ☐ 2" x 2"  
☐ 3 1/2" x 5"  
☐ 5" x 7"  
☐ 8" x 10"

QUANTITY (each)

- \_\_\_\_ Negatives Other \_\_\_\_  
 \_\_\_\_ Positives ☐ Proof Sheet  
 \_\_\_\_ Vugraphs ☐ Color  
 \_\_\_\_ 35mm Slides ☐ Black & White  
 \_\_\_\_ Prints No. Originals \_\_\_\_

## REQUEST FOR PHOTOGRAPHER

Date

Time

Location

Person to Contact:

DISTRIBUTION (see NRC Manual Chapter 3203 for definition of codes)

CODE

- ☐ Div. Dir. & Above  
☐ Branch Chief & Above  
☐ Tech Only  
☐ Supt. Doc. Availability  
☐ GPO/NRC Sales \_\_\_\_ cpy  
 NTIS Availability ☐ Yes ☐ No  
☐ AN

CODE

- ☐ R \_\_\_\_ (NRC-\_\_\_\_)  
☐ Agency Repts. A \_\_\_\_  
☐ Rules & Regs. B \_\_\_\_  
☐ External C \_\_\_\_

CODE

- ☐ Comm. Action F. \_\_\_\_  
☐ Mgt. Adm. M \_\_\_\_ N \_\_\_\_  
☐ Research R \_\_\_\_  
☐ File Level 2  
☐ File Level 3

CODE

- ☐ Waste Mgt. W. \_\_\_\_  
☐ Specialty X \_\_\_\_  
☐ Service \_\_\_\_  
☐ Other Codes \_\_\_\_

## SPECIAL INSTRUCTIONS

MATERIAL SUBMITTED BY — SIGNATURE

DATE

MATERIAL RECEIVED BY — SIGNATURE

DATE

**COPYRIGHTED MATERIALS:** If copyrighted material is involved, the file should indicate that permission to use that material has been obtained from the copyright owner.  
Please sign below to indicate that you have received such permission.

ADMINISTRATIVE OFFICER

DATE

B0785  
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Page 1 of 5

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

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

*W. M. Otter*

W. M. Otter

Administrator

LOCALITY	State: <u>District of Columbia - Maryland - Virginia</u>	DC			
	Area: <u>AD: Calvert (000), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (037) counties</u>	VA			
VA: <u>5/</u>					
Wage determination number: <u>30-1.794 (Rev. 17)</u>		Date: <u>11-27-94</u>			
Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

1. Secretary V	\$11.74
2. Secretary IV	9.62
3. Secretary III	9.29
4. Secretary II	8.44
5. Secretary I	7.68
6. Stenographer II	10.24
7. Stenographer I	9.13
8. Transcribing-machine typist	8.76
9. Typist II	6.93
10. Typist I	6.33
11. File clerk III	7.37
12. File clerk II	5.55
13. File clerk I	5.23
14. Messenger	6.45
15. Switchboard operator	6.30
16. Switchboard operator-receptionist	6.66
17. Inner clerk II	7.09
18. Order clerk I	6.42
19. Accounting clerk IV	9.14
20. Accounting clerk III	7.79
21. Accounting clerk II	7.11
22. Accounting clerk I	5.78
23. Payroll clerk	7.20
24. Key entry operator II	7.24
25. Key entry operator I	6.16

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Page 2 of 5

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

*W. M. Otter*

W. M. Otter

Administrator

LOCALITY	State: <u>District of Columbia - Maryland - Virginia</u>	
	Area: <u>MD: Calvert (009), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (037) Counties</u>	
	VA: <u>5/</u>	
Wage determination number: <u>90-1296 (Rev. 17)</u>		Date <u>11-22-84</u>
Class of service employee	Minimum hourly wage	Fringe benefit payments
		Health & Welfare
		Vacation
		Holiday
		Other

26. Computer programmer III	1/	\$13.73
27. Computer programmer II	1/	11.89
28. Computer programmer I	1/	11.38
29. Computer operator III		10.47
30. Computer operator II		8.79
31. Computer operator I		8.59
32. Peripheral equipment operator		7.72
33. Computer data librarian		7.89
34. Drafter V		12.48
35. Drafter IV		10.11
36. Drafter III		8.81
37. Drafter II		6.90
38. Drafter I		5.81
39. Technician III		12.86
40. Technician II		10.23
41. Technician I		6.73
42. Computer systems analyst III	1/	16.16
43. Computer systems analyst II	1/	13.77
44. Computer systems analyst I	1/	10.88
45. Librarian		9.62
46. Library worker		7.79
47. Proof reader		6.73
48. Technical illustrator		10.23
49. Typist-file clerk		6.66
50. Photocopy machine operator		6.33
51. Cartographic technician		8.81
52. Word processor II		8.09
53. Word processor I		6.84
54. Receptionist		6.16

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Page 3 of 5

REGISTER OF WAGE DETERMINATIONS UNDER  
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*W. M. Otter*

W. M. Otter

Administrator

LOCALITY

State: District of Columbia-Maryland-Virginia  
Area MD: Calvert (009), Charles (017),  
Montgomery (031), Prince Georges  
(033), and St. Mary's (037) Counties

DC  
MD  
VA

VA: 5/

Wage determination number: 80-1294 (Rev. 17 )

Date 11-22-84

Class of service employee

Minimum  
hourly  
wage

Fringe benefit payments

Health &  
Welfare

Vacation

Holiday

Other

55. Exhibits Specialist III	\$12.48
56. Exhibits Specialist II	10.11
57. Exhibits Specialist I	8.81
58. Illustrator III	12.48
59. Illustrator II	10.11
60. Illustrator I	8.81
61. Photographer III	12.48
62. Photographer II	10.11
63. Photographer I	8.81
64. Technical Information Specialist III	12.48
65. Technical Information Specialist II	10.11
66. Technical Information Specialist I	8.81

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Page 4 of 5

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

*W. M. Otter*

W. M. Otter

Administrator

LOCALITY	State: District of Columbia - Maryland - Virginia
	Area: Fort Belvoir (000), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (037), Counties
	City: 5/

Wage determination number: EO-1296 (Rev. 17) Date 11-27-84

Class of service employee	Range benefit payments			
	Minimum hourly wage	Health & Welfare	Vacation	Holiday
				Other

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

- 1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 5.156.)
- 2/ \$9.32 an hour or \$12.00 a week, or 55¢/hr a month.
- 3/ 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, employer, employee, and with predecessor contractors in the performance of similar work at the same or similar facility. (See 29 CFR 4.173.)
- 4/ 9 paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
- 5/ Arlington (013), Fairfax (059), Gauntner (061), Loudon (107), and Prince William (153) Counties; and the Independent Cities of Alexandria (201), Fairfax (267), and Falls Church (217).

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
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*W. M. Otter*

W. M. Otter

Administrator

Page 5 of 5

LOCALITY	State:	District of Columbia - Maryland - Virginia			DC - MD - VA
	Area:	In: Colver (009), Charles (017), Montgomery (031), Prince Georges (033), and St. Mary's (037) Counties			
	Rate:	5/			
Wage determination number:		20-1294 (Rev. 17)		Date:	11-27-84
Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

**NOTE:** Any class of service employee required in the performance of the contract but not listed herein shall be classified by the contractor so as to provide a reasonable relationship between such classes and those listed herein, and shall be paid such monetary wages as are determined by agreement (evidenced in writing) of the interested parties, who shall be deemed to be the contracting agency, the contractor, and the employees who will perform on the contract or their representatives. In the absence of an agreement, the question of proper conformable wage rates is to be submitted to the Department of Labor by the contracting officer for a final determination. (See Section 4.6(b) of Regulations, 29 CFR Part 4).

# SECRETARY

Assigned as a personal secretary, normally to one individual. Maintains a close and highly responsive relationship to the day-to-day activities of the supervisor. Works fairly independently receiving a minimum of detailed supervision and guidance. Performs varied clerical and secretarial duties requiring a knowledge of office routine and understanding of the organization, programs, and procedures related to the work of the supervisor.

**Exclusions:** Not all positions that are titled "secretary" possess the above characteristics. Examples of positions which are excluded from the definition are as follows:

- a. Positions which do not meet the "personal" secretary concept described above;
- b. Stenographers not fully trained in secretarial-type duties;
- c. Stenographers serving as office assistants to a group of professionals, technical, or managerial persons;
- d. Assistant-type positions which entail more difficult or more responsible technical, administrative, or supervisory duties which are not typical of secretarial work, e.g., Administrative Assistant, or Executive Assistant.

Training

### Level of Secretary's Supervisor (LS)

#### LS-1

- a. Secretary to the supervisor or head of a small organizational unit (e.g., fewer than about 25 or 30 persons); or
- b. Secretary to a non-supervisory staff specialist, professional employee, administrative officer or assistant, skilled technician or expert. (NOTE: Many companies assign stenographers, rather than secretaries as described above, to this level of supervisory or non-supervisory worker.)

#### LS-2

- a. Secretary to an executive or managerial person whose responsibility is not equivalent to one of the specific level situations in the definition for LS-1, but whose organizational unit normally numbers at least several dozen employees and is usually divided into organizational segments which are offices, in turn, further subdivided. In some companies, this level includes a wide range of organizational echelons; in others, only one or two, or Secretary to the head of an individual plant, factory, etc., (or other equivalent level of official) that employs, in all, fewer than 3,000 persons.

#### LS-3

- a. Secretary to the chairman of the board or president of a company that employs, in all, fewer than 100 persons; or
- b. Secretary to a corporate officer (other than chairman of the board or president) of a company that employs, in all, over 100 but fewer than 3,000 persons; or
- c. Secretary to the head (immediately below the officer level) over either a major corporate-wide functional activity (e.g., marketing, research, operations, industrial relations, etc.) or a major geographic or organizational segment (e.g., a regional headquarters, a major division) of a company that employs, in all, over 3,000 but fewer than 25,000 employees; or
- d. Secretary to the head of an individual plant, factory, etc., (or other equivalent level of official) that employs, in all, over 3,000 persons; or
- e. Secretary to the head of a large and important organizational segment (e.g., a middle management supervisor of an organizational segment often involving as many as several hundred persons) of a company that employs, in all, over 25,000 persons.

#### LS-4

- a. Secretary to the chairman of the board or president of a company that employs, in all, over 100 but fewer than 3,000 persons; or
- b. Secretary to a corporate officer (other than the chairman of the board or president) of a company that employs, in all, over 3,000 but fewer than 25,000 persons; or

- a. Secretary to the head, immediately below the corporate officer level, of a major segment or subsidiary of a company that employs, in all, over 25,000 persons.

NOTE: The term "corporate officer" used in the above LS definition refers to those officials who have a significant corporate-wide policymaking role with regard to major company activities. The title "vice president," though normally indicative of this role, does not in all cases identify such positions. Vice presidents whose primary responsibility is to act personally on individual cases or transactions (e.g., approve or deny individual loan or credit actions; administer individual trust accounts; directly supervise a clerical staff) are not considered to be "corporate officers" for purposes of applying the definition.

### Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship between the secretary and the supervisor, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at LR-1 or LR-2 described below according to their level of responsibility.

#### LR-1

Performs varied noncritical duties including or comparable to most of the following:

- a. Answers telephone, greets personal callers, and opens incoming mail.
- b. Answers telephone requests which have standard answers. May reply requests by sending a form letter.
- c. Reviews correspondence, memoranda, and reports prepared by others and the supervisor's signature to ensure procedural and typographical accuracy.
- d. Maintains supervisor's calendar and makes appointments as instructed.
- e. Types, takes and transcribes dictation, and files.

#### LR-2

Performs duties described under LR-1 and, in addition performs tasks requiring greater judgment, initiative, and knowledge of office functions including or comparable to most of the following:

- a. Screens telephone and personal callers, determining which can be handled by the supervisor's subordinates or other offices.
- b. Answers requests which require a detailed knowledge of office procedure or collection of information from files or other offices. May sign routine correspondence in own or supervisor's name.
- c. Compiles or assists in compiling periodic reports on the basis of given instructions.
- d. Schedules tentative appointments without prior clearance. Assures necessary background material for scheduled meetings. Makes arrangements for meetings and conferences.

## STENOGRAPHER

Primary duty is to take dictation using shorthand, and to transcribe the dictation. May also type from written copy. May operate from a stenographic pool. May occasionally transcribe from voice recordings. (If primary duty is transcribing from recordings, see Transcribing-machine typist.)

NOTE: This job is distinguished from that of a secretary in that a secretary normally works as the principal office assistant performing more responsible and discretionary tasks.

### Stenographer I

Takes and transcribes dictation under close supervision and detailed instructions. May maintain files, keep simple records, or perform other relatively routine clerical tasks.

### Stenographer II

Takes and transcribes dictation determining the most appropriate format. Performs stenographic duties requiring significantly greater independence and responsibility than Stenographer I. Supervisor typically provides general instructions. Work requires a thorough working knowledge of general business and office procedures and of the specific business operations, organizations, policies, procedures, files, workflow, etc. Uses this knowledge in performing stenographic duties and responsible clerical tasks such as maintaining follow-up files, assembling material for reports, memoranda, and letters; composing simple letters from general instructions; reading and routing incoming mail; answering routine questions, etc.

## TRANSCRIBING-MACHINE TYPIST

Primary duty is to type copy of voice recorded dictation which does not involve varied technical or specialized vocabulary such as that used in legal briefs or reports on scientific research. May also type from written copy. May maintain files, keep simple records, or perform other relatively routine clerical tasks. (See Stenographer definition for workers involved with shorthand dictation.)

## TYPIST

Uses a manual, electric, or automatic typewriter to type various materials. Included are automatic typewriters that are used only to record text and update and reproduce previously typed items from magnetic cards or tape. May include typing of stenographic materials, or similar materials for use in duplicating processes. May do clerical work involving little special training, such as keeping simple records, filing records and reports, or sorting and distributing incoming mail.

Excluded from this definition is work that involves

- Typing directly from spoken material that has been recorded on disks, cylinders, belts, tapes, or other similar media;
- The use of variantype machines, composing equipment, or automatic equipment in preparing material for printing; and
- Familiarity with specialized terminology in various keyboard commands to manipulate or edit the recorded text to accomplish revisions, or to perform tasks such as extracting and listing items from the text, or transmitting text to other terminals, or using "sort" commands to have the machine reorder material. Typically requires the use of automatic equipment which may be either computer linked or have a programmable memory so that material can be organized in regularly used formats or preformed paragraphs which can then be coded and stored for future use in letters or documents.

### Typist I

Performs one or more of the following: Copy typing from rough or clear drafts; or routine typing of forms, insurance policies, etc.; or setting up simple standard tabulations; or copying more complex tables already set up and spaced properly.

### Typist II

Performs one or more of the following: Typing material in final form when it involves combining material from several sources, or responsibility for correct spelling, syllabication, punctuation, etc., of technical or unusual words or foreign language material, or planning layout and typing of complicated statistical tables to maintain uniformity and balance in spacing. May type routine form letters, varying details to suit circumstances.

## FILE CLERK

Files, classifies, and retrieves material in an established filing system. May perform clerical and manual tasks required to maintain files. Positions are classified into levels on the basis of the following definitions:

### File Clerk I

Performs routine filing of material that has already been classified or which is easily classified in a simple serial classification system (e.g., alphabetical, chronological, or numerical). As requested, locates readily available material in files and forwards material; and may fill out withdrawal charge. May perform simple clerical and manual tasks required to maintain and service files.

### File Clerk II

Sorts, codes, and files unclassified material by simple (subject matter) headings or partly classified material by finer subheadings. Prepares simple related index and cross-reference aids. As requested, locates clearly identified material in files and forwards material. May perform related clerical tasks required to maintain and service files.

### File Clerk III

Classifies and indexes file material such as correspondence, reports, technical documents, etc., in an established filing system containing a number of varied subject matter files. May also file this material. May keep records of various types in conjunction with the files. May lead a small group of lower level file clerks.

### MESSENGER

Performs various routine duties such as running errands, operating minor office machines such as sealers or mailers, opening and distributing mail, and other minor clerical work. Exclude positions that require operation of a motor vehicle as a significant duty.

### SWITCHBOARD OPERATOR

Operates a telephone switchboard or console used with a private branch exchange (PBX) system to relay incoming, outgoing, and intrasystem calls. May provide information to callers, record and transmit messages, keep record of calls placed and toll charges. Besides operating a telephone switchboard or console, may also type or perform routine clerical work (typing or routine clerical work may occupy the major portion of the worker's time, and is usually performed while at the switchboard or console). Chief or lead operators in establishments employing more than one operator are excluded. For an operator who also acts as a receptionist, see Switchboard operator-receptionist.

### SWITCHBOARD OPERATOR-RECEPTIONIST

At a single-position telephone switchboard or console, acts both as an operator—see Switchboard operator—and as a receptionist. Receptionist's work involves such duties as greeting visitors, determining nature of visitor's business and providing appropriate information, referring visitor to appropriate person in the organization or contacting that person by telephone and arranging an appointment; keeping a log of visitors.

### ORDER CLERK

Receives written or verbal customers' purchase orders for material or merchandise from customers or sales people. Work typically involves some combination of the following duties: Quoting prices; determining availability of ordered items and suggesting substitutes when necessary; advising expected delivery date and method of delivery; recording order and customer information on order sheets; checking order sheets for accuracy and adequacy of information recorded; ascertaining credit rating of customer; furnishing customer with acknowledgment of receipt of order; following up to see that order is delivered by the specified date or to let customer know of a delay in delivery; maintaining order file; checking shipping invoice against original order.

Exclude workers paid on a commission basis or whose duties include any of the following: Receiving orders for services rather than for material or merchandise; providing customers with consultative advice using knowledge gained from engineering or extensive technical training; emphasizing selling skills; handling material or merchandise as an integral part of the job.

Positions are classified into levels according to the following definitions:

### Order Clerk I

Handles orders involving items which have readily identified uses and applications. May refer to a catalog, manufacturer's manual, or similar document to insure that proper item is supplied or to verify price of ordered item.

### Order Clerk II

Handles orders that involve making judgments such as choosing which specific product or material from the establishment's product line will satisfy the customer's needs, or determining the price to be quoted when pricing involves more than merely referring to a price list or making some simple mathematical calculations.

### ACCOUNTING CLERK

Performs one or more accounting tasks such as posting to registers and ledgers; balancing and reconciling accounts; verifying the internal consistency, completeness and mathematical accuracy of accounting documents; assigning prescribed accounting distribution codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, postings, etc.; preparing journal vouchers, or making entries or adjustments to accounts.

Levels I and II require a basic knowledge of routine clerical methods and office practices and procedures as they relate to the clerical processing and recording of transactions and accounting information. Levels III and IV require a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system, where there are few variations in the types of transactions handled. In addition, some jobs at each level may require a basic knowledge and understanding of terminology, codes, and processes used in an automated accounting system.

### Accounting Clerk I

Performs very simple and routine accounting clerical operations, for example: recognizing and comparing easily identified numbers and codes on similar repetitive accounting documents, verifying mathematical accuracy, and identifying discrepancies and bringing them to the supervisor's attention. Supervisor gives detailed instructions for specific assignments. Employee refers to supervisor and detailed instructions for specific assignments. Work is closely controlled and reviewed in matters not covered by instructions. Work is closely controlled and reviewed in detail for accuracy, adequacy, and adherence to instructions.

### Accounting Clerk II

Performs one or more routine accounting clerical operations, such as: Examining, verifying, and correcting accounting transactions to ensure completeness and accuracy of data and proper identification of accounts, and checking that expenditures do not exceed obligations in specified accounts, totaling, balancing, and reconciling collections; posting data to transaction sheets where employee identifies proper accounts.

and items to be posted and coding documents in accordance with a chart (listing) of accounts. Employee follows specific and detailed accounting procedures. Completed work is reviewed for accuracy and compliance with procedures.

#### Accounting Clerk III

Uses a knowledge of double entry bookkeeping in performing one or more of the following: Posts entries to journals, identifying subsidiary accounts affected and debit and credit entries to be made and assigning proper codes; reviews computer printouts and credit entries to be made and correcting erroneous postings; and against manually maintained journals, detecting and correcting erroneous postings and preparing documents to adjust accounting classifications and other data; or reviews list of transactions rejected by an automated system, determining reasons for rejections and preparing necessary correcting material. On routine assignments, employee selects and applies established procedures and techniques. Detailed instructions are provided for difficult or unusual assignments. Completed work and methods used are reviewed for technical accuracy.

#### Accounting Clerk IV

Maintains journals or subsidiary ledgers of an accounting system and balances and reconciles accounts. Typical duties include one or both of the following: Reviews invoices and statements (verifying information, ensuring sufficient funds have been obligated, and if questionable, resolving with the submitting unit, determining accounts involved, coding transactions, and processing material through data processing application in the accounting system); and/or analyzes and reconciles computer printouts with operating unit reports (contacting units and researching causes of discrepancies, and taking action to ensure that accounts balance). Employee resolves problems in recurring assignments in accordance with previous training and experience. Supervisor provides suggestions for handling unusual or nonrecurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor or are controlled by mechanisms built into the accounting system.

NOTE: Excluded from level IV are positions responsible for maintaining either a general ledger or a general ledger in combination with subsidiary accounts.

#### PAYROLL CLERK

Performs the clerical tasks necessary to process payrolls and to maintain payroll records. Work involves most of the following: Processing workers' time or production records; adjusting workers' records for changes in wage rates, supplementary benefits, or tax deductions; editing payroll listings against source records, tracing and correcting errors in listings; and assisting in preparation of periodic summary payroll reports. In a nonautomated payroll system, computes company payroll policy, or the computer system for edge of governmental regulations, company payroll policy, or the computer system for processing payrolls.

#### KEY ENTRY OPERATOR

Operates keyboard-controlled data entry device such as keypunch machine or key-operated magnetic tape or disk encoder to transcribe data into a form suitable for

computer processing. Work requires skill in operating an alphanumeric keyboard and an understanding of transcribing procedures and relevant data entry equipment. Positions are classified into levels on the basis of the following definitions:

#### Key Entry Operator I

Work is routine and repetitive. Under close supervision or following specific procedures or detailed instructions, works from various standardized source documents which have been coded and require little or no selecting, coding, or interpreting of data to be entered. Refers to supervisor problems arising from erroneous items, codes, or missing information.

#### Key Entry Operator II

Work requires the application of experience and judgment in selecting procedures to be followed and in searching for, interpreting, selecting, or coding items to be entered from a variety of source documents. On occasion may also perform routine work as described for level I.

NOTE: Excluded are operators above level II using the key entry controls to access, read, and evaluate the substance of specific records to take substantive actions, or to make entries requiring a similar level of knowledge.

### Professional and Technical

#### COMPUTER SYSTEMS ANALYST

Analyzes business problems to formulate procedures for solving them by use of electronic data processing equipment. Develops a complete description of all specifications needed to enable programmers to prepare required digital computer programs. Work involves most of the following: Analyzes subject-matter operations to be automated and identifies conditions and criteria required to achieve satisfactory results; specifies number and types of records, files, and documents to be used; outlines actions to be performed by personnel and computers in sufficient detail for prescriptions to management and for programming (typically this involves preparation of work and data flow charts); coordinates the development of test problems and participates in trial runs of new and revised systems; and recommends equipment changes to obtain more effective overall operations. (NOTE: Workers performing both systems analysis and programming should be classified as systems analysts if this is the skill used to determine their pay.)

For wage study purposes, systems analysts are classified as follows:

#### Computer Systems Analyst I

Works under immediate supervision, carrying out analyses as assigned, usually of a single activity. Assignments are designed to develop and expand practical experience in the application of procedures and skills required for systems analysis work. For example, may assist a higher level systems analyst by preparing the detailed specifications required by programmers from information developed by the higher level analyst.

### Computer Systems Analyst II

Works independently or under only general direction on problems that are relatively uncomplicated to analyze, plan, program, and operate. Problems are of limited complexity because sources of input data are homogeneous and the output data are closely related. (For example, develops systems for maintaining depositor accounts in a bank, maintaining accounts receivable in a retail establishment, or maintaining inventory accounts in a manufacturing or wholesale establishment.) Confers with personnel concerned to determine the data processing problems and advises subject-matter personnel on the implications of the data processing systems to be applied. OR

Works on a segment of a complex data processing scheme or system, as described for level III. Works independently on routine assignments and receives instruction and guidance on complex assignments. Work is reviewed for accuracy of judgment, compliance with instructions, and to insure proper alignment with the overall system.

### Computer Systems Analyst III

Works independently or under only general direction on complex problems involving all phases of systems analysis. Problems are complex because of diverse sources of input data and multiple-use requirements of output data. (For example, develops an integrated production scheduling, inventory control, cost analysis, and sales analysis record in which every item of each type is automatically processed through the full system of records and appropriate follow-up actions are initiated by the computer.) Confers with persons concerned to determine the data processing problems and advises subject-matter personnel on the implications of new or revised systems of data processing operations. Makes recommendations, if needed, for approval of major systems installations or changes and for obtaining equipment.

May provide functional direction to lower level systems analysts who are assigned to assist.

### COMPUTER PROGRAMMER

Converts statements of business problems, typically prepared by a systems analyst, into a sequence of detailed instructions which are required to solve the problems by automatic data processing equipment. Working from charts or diagrams, the programmer develops the precise instructions which, when entered into the computer system in coded language, cause the manipulation of data to achieve desired results. Work involves most of the following: Applies knowledge of computer capabilities, mathematics, logic employed by computers, and particular subject matter involved to analyze charts and diagrams of the problem to be programmed; develops sequence of program steps, writes detailed flow charts to show order in which data will be processed; converts these charts to coded instructions for machine to follow; tests and corrects programs; prepares instructions for operating personnel during production run; analyzes, reviews, and alters programs to increase operating efficiency or adapt to new requirements; maintains records of program development and revisions. (NOTE: Workers performing both systems analysis and programming should be classified as systems analysts if this is the skill used to determine their pay.)

For wage study purposes, programmers are classified as follows:

### Computer Programmer I

Makes practical applications of programming practices and concepts usually learned in formal training course. Assignments are designed to develop competence in the application of standard procedures to routine problems. Receives close supervision on new aspects of assignments; and work is reviewed to verify its accuracy and conformance with required procedures.

### Computer Programmer II

Works independently or under only general direction on relatively simple programs, or on simple segments of complex programs. Programs (or segments) usually process information to produce data in two or three varied sequences or formats. Reports and listings are produced by refining, adapting, arraying, or making minor additions to or deletions from input data which are readily available. While numerous records may be processed, the data have been refined in prior actions so that their accuracy and sequencing of data can be tested by using a few routine checks. Typically, the program deals with routine recordkeeping operations. OR

Works on complex programs (as described for level III) under close direction of a higher level programmer or supervisor. May assist higher level programmer by independently performing less difficult tasks assigned, and performing more difficult tasks under fairly close direction.

May guide or instruct lower level programmers.

### Computer Programmer III

Works independently or under only general direction on complex problems which require competence in all phases of programming concepts and practices. Working from diagrams and charts which identify the nature of desired results, major processing steps to be accomplished, and the relationships between various steps of the problem solving routine, plans the full range of programming actions needed to efficiently utilize the computer system in achieving desired end products.

At this level, programming is difficult because computer equipment must be organized to produce several interrelated but diverse products from numerous and diverse data elements. A wide variety and extensive number of internal processing actions must occur. This requires such actions as development of common operations which can be reused, establishment of linkage points between operations, adjustments to data when program requirements exceed computer storage capacity, and substantial manipulation and resequencing of data elements to form a highly integrated program.

May provide functional direction to lower level programmers who are assigned to assist.

### COMPUTER OPERATOR

In accordance with operating instructions, monitors and operates the control console of a digital computer to process data. Executes run-in by either serial processing (processes one program at a time) or multiprocessing (processes two or more programs simultaneously). The following duties characterize the work of a computer operator:

- Studies operating instructions to determine equipment setup needed.
- Loads equipment with required items (tapes, cards, disks, paper, etc.).
- Switches necessary auxiliary equipment into system.
- Starts and operates computer.

assemblies. Use recognized systems of symbols, legends, shadings, and lines having specific meanings in drawings. Drawings are used to communicate engineering ideas, designs, and information in support of engineering functions.

The following are excluded when they constitute the primary purpose of the job:

- a. Design work requiring the technical knowledge, skill, and ability to conceive or originate designs;
- b. Illustrating work requiring artistic ability;
- c. Work involving the preparation of charts, diagrams, room arrangements, floor plans, etc.;
- d. Cartographic work involving the preparation of maps or plans and related materials, and drawings of geological structures; and
- e. Supervisory work involving the management of a drafting program or the supervision of drafters.

Positions are classified into levels on the basis of the following definitions.

#### Drafter I

Working under close supervision, traces or copies finished drawings, making clearly indicated revisions. Uses appropriate templates to draw curved lines. Assignments are designed to develop increasing skill in various drafting techniques. Work is spot-checked during progress and reviewed upon completion.

NOTE: Exclude drafters performing elementary tasks while receiving training in the most basic drafting methods.

#### Drafter II

Prepares drawings of simple, easily visualized parts of equipment from sketches or marked-up prints. Selects appropriate templates and other equipment needed to complete assignments. Drawings fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy.

#### Drafter III

Prepares various drawings of parts and assemblies, including sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting techniques and a working knowledge of the terms and procedures of the industry. Familiar or recurring work is assigned in general terms; unfamiliar assignments include information on methods, procedures, sources of information, and precedents to be followed. Simple revisions to existing drawings may be assigned with a verbal explanation of the desired results; more complex revisions are produced from sketches which clearly depict the desired product.

#### Drafter IV

Prepares complete sets of complex drawings which include multiple views, detail drawings, and assembly drawings. Drawings include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to compute weights, load capacities, dimensions, quantities of materials, etc. Working from sketches and verbal information supplied by an engineer or designer, determines the most appropriate views, detail

drawings, and supplementary information needed to complete assignments. Selects required information from precedents, manufacturers' catalogs, and technical guides. Independently resolves most of the problems encountered. Supervisor or designer may suggest methods of approach or provide advice on unusually difficult problems.

NOTE: Exclude drafters performing work of similar difficulty to that described at this level but who provide support for a variety of organizations which have widely differing functions or requirements.

#### Drafter V

Works closely with design originators, preparing drawings of unusual, complex or original designs which require a high degree of precision. Performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. Assumes that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawings produced. Exercises independent judgment in selecting and interpreting data based on a knowledge of the design intent. Although working primarily as a drafter, may occasionally perform engineering design work in interpreting general designs prepared by others or in completing missing design details. May provide advice and guidance to lower level drafters or serve as coordinator and planner for large and complex drafting projects.

### TECHNICIAN

This classification includes various positions described as Electronics Technician, Instrument Technician, Mechanical Technician, Instrumentation Technician, Photo Lab Maintenance Technician, and Photo Optical Technician among others. Works on various types of electronic, optical, mechanical, instrumentation, motion picture and film processing, photo optical, and calibration equipment and related devices by performing on or a combination of the following: Installing, fabricating, maintaining, repairing, overhauling, troubleshooting, modifying, constructing, testing, and operating work requires practical application of technical knowledge of related principles, ability to determine malfunctions and to resolve problems, and skills to maintain equipment in required operating condition.

Positions are classified into levels on the basis of the following definitions.

Class III. Applies advanced knowledge to solve unusually complex problems (i.e., those that typically cannot be solved solely by reference to manufacturers' manuals or similar documents) in working on various equipment.

Work may be reviewed by supervisor (frequently an engineer or designer) for general compliance with accepted practices. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

Class II. Applies comprehensive technical knowledge to solve complex problems (i.e., those that typically can be solved solely by properly interpreting manufacturers' manuals or similar documents) in working on various equipment.

Receives technical guidance, as required, from supervisor or higher level technician and work is reviewed for specific compliance with accepted practices and work assignments. May provide technical guidance to lower level technicians. (Assignments may include operational duties.)

Class I: Applies working technical knowledge to perform simple or routine tasks in working on various equipment, following detailed instructions which cover virtually all procedures. This knowledge may be acquired through

assignments designed to increase competence (including class-room training) so that worker can advance to higher level technician.

Receives technical guidance, as required from supervisor or higher level technician. Work is typically spot checked, but is given detailed review when new or advanced assignments are involved. (Assignments may include operational duties.)

#### REGISTERED INDUSTRIAL NURSE

A registered nurse gives nursing service under general medical direction to ill or injured employees or other persons who become ill or suffer an accident on the premises of a factory or other establishment. Duties involve a combination of the following: Giving first aid to the ill or injured; attending to subsequent dressing of employees' injuries; keeping records of patients treated; preparing accident reports for compensation or other purposes; assisting in physical examinations and health evaluations of applicants and employees; and planning and carrying out programs involving health education, accident prevention, evaluation of plant environment, or other activities affecting the health, welfare, and safety of all personnel. Nursing supervisors or head nurses in establishments employing more than one nurse are excluded.

### Librarian

Maintains library collections of books, serial publications, documents, audiovisual, and other materials, and assists groups and individuals in locating and obtaining materials: Furnishes information on library activities, facilities, rules, and services. Explains and assists in use of reference sources, such as card or book catalog or book and periodical indexes to locate information. Describes or demonstrates procedures for searching catalog files. Searches catalog files and shelves to locate information. Issues and receives materials for circulation or for use in library. Assembles and arranges displays or books and other library materials. Maintains reference and circulation materials. Answers correspondence on special reference subjects. May compile list of library materials according to subject or interests. May select, order, catalog, and classify materials.

### Library worker

Provides information service, such as answering questions regarding card catalogs, and assists in use of bibliographic tools, such as Library of Congress catalog: Performs routine descriptive cataloging, such as fiction, etc. Files cards in catalog drawers according to system used. Answers routine inquiries, and refers persons requiring professional assistance to librarian. Verifies bibliographic information on order requests. Works in maintenance of stacks or in section of department or division, such as ordering or receiving section of acquisitions department, card preparation activities in catalog department, or limited loan or reserve desk operation of circulation department.

#### TECHNICAL FILE CLERK

Expertise shall include experience in general office activities such as typing, filing, and answering telephones. Experience within the data processing environment and familiarity with technical terminology and practices, e.g., preparation of system documentation, is highly desirable. Their function shall be to provide the necessary secretarial and clerical support as required.

Duties may include use of a typewriter to make copies of various materials or to make out bills after calculations have been made by another person. May include typing of stencils, mats, or similar materials for use in duplicating processes. May do clerical work involving little special training, such as keeping simple records, filing records and reports, or sorting and distributing incoming mail.

Duties may also include filing, classifying, and retrieving materials in an established filing system. May perform clerical and manual tasks required to maintain files.

#### TECHNICAL ILLUSTRATOR

Prepares illustrations/drawings requiring use of the common art media to depict electronic, electrical, mechanical, or other technical equipment. Produces such products as: functional drawings, schematic diagrams, logic diagrams, exploded views, assembly and component drawings, perspective and isometric drawings.

Projects involve preliminary and final drawings, usually from rough sketches or notes provided by subject matter specialists. Work requires proficiency in the use of several of the common art media such as oil, water color, or pen and ink; but does not require extensive knowledge of the subject matter. Lays out proposed illustrations in conformity with established style and format which does not present complex problems in terms of perspective, angle of view or artistic effect. Works under higher grade illustrator or supervisor who provides guidance in the use of media to be used. Incumbent is relied on to work out the details and produce an artistic illustration that fulfills the objective of the specification or requirement.

## Technical Information Specialist III

### I. INTRODUCTION :

This position is located in the Information Analysis Branch which assigns/reviews descriptive subject terms and subject discipline classifications; edits or writes abstracts; develops new subject keywords and compiles thesauri such as the NTIS Environmental Microthesaurus; establishes search strategy and interacts with the NTIS Data Base via on-line terminals to produce custom searches (NTISearches) and specialized bibliographies (NTIS Published Searches and the series applications of Computer Technology) as well as performing and producing combined searches using the NTIS and other data bases such as Engineering Index and American Petroleum Institute; designs user profiles for the subject dissemination of microfiche (SRIM); produces the NTIS Data Base Users Guide. Through an evaluation process, identifies reports of high interest for selective announcement to the general public.

The dual purpose of this position is 1) to provide subject analysis of scientific and technical reports and classify them into their respective subject categories; and 2) to interpret technical inquiries from customers, compile bibliographies, develop descriptor lists, and maintain the general reference card catalog and files of announcement and abstract journals.

Incumbent applies comprehensive knowledge of the principles, theories, practices, techniques, terminology and expressions of the discipline of chemistry; an understanding of the standard methods, procedures and techniques of research and analysis in this discipline; and some knowledge of literature resources in this discipline--to accomplish the purpose of the position as described above. Incumbent operates as a specialist in his/her subject matter.

Evaluates strategies, abstracts, titles, and citations of published searches in accordance with the quality standards of the contract.

### II. DUTIES AND RESPONSIBILITIES :

#### A. Subject Indexing

1. Classifies scientific and technical reports into their appropriate discipline or subject classification; assigns keywords (descriptors and identifiers/open-ended terms); and modifies, edits or writes abstracts as required to meet the criteria established by NTIS.

2. Evaluates documents for their significance to the industrial and/or commercial communities for highlighting and announcements in selected NTIS media.

3. Aids in the maintenance of the NTIS subject term file open-ended terms by development of keywords and their establishments with supplemental

references.

4. Reviews subject indexing data supplied by other source agencies as input to NTIS and enriches the data to meet NTIS requirements.

5. Reviews the indexing analyses, performed by other analysts, concerned with chemistry and chemical nomenclature to insure quality and consistency in thesauri terminology, special NTIS and bibliographic rules and standards, and consistency in the assignment of category structure.

6. Serves as team leader to junior analysts assigned to classify reports in the incumbent's fields of expertise.

#### B. INFORMATION SERVICES

1. Performs specialized on-line literature searches (NTISearches) of the NTIS data base and other data bases in response to requests. Reviews printouts of these search-generated citations for relevance and quality.

2. Compiles bibliographies (Published Searches) requested by the public or for reasons of popular interest or demand.

3. Keeps abreast of new developments in scientific and technical fields in order to furnish information and/or direct requesters to additional or other sources of information not available in the NTIS collection.

4. Conducts training in the, a) areas of indexing, subject category assignment, and abstracting in subject area speciality; b) use of the On-Line NTIS data base.

5. Supports the interagency liaison activities of the Branch Chief by maintaining expert knowledge of information processing policies and procedures utilized by the Office of Scientific and Technical Information, U.S. Department of Energy.

Performs other related duties as required.

#### III. SUPERVISION AND GUIDANCE RECEIVED :

Under general supervision of the branch chief who gives general instructions as to objectives and policy, but little or no technical assistance other than "equal level" consultation on the technical aspects of incumbent's work. In this latter regard, incumbent is recognized as an expert within his/her assigned area.

Acts as key specialist in subject areas.

## Technical Information Specialist II

### I. INTRODUCTION:

This position is located in the Information Analysis Branch, which assigns or reviews descriptive subject terms and subject discipline classifications; edits or writes abstracts; develops new subject keywords and compiles thesauri such as the NTIS Environmental Microthesaurus; establishes search strategy and searches the NTIS Data Base, via on-line terminals, to produce custom searches (NTISearches) and specialized bibliographies (NTIS Published Searches and the series Applications of Computer Technology) as well as performing and producing combined searches using the NTIS and other data bases. Other data bases used are: Engineering Index and American Petroleum Institute; The Branch designs user profiles for the NTIS product Selected Research in Microfiche (SRIM) and produces the NTIS Data Base Users Guide. Through an evaluation process, the Branch analysts identify reports of high interest for selective announcement to the general public.

The dual purpose of this position is (1) to provide subject analysis of scientific and technical reports, classify them into their appropriate subject categories, and develop descriptor term lists; and (2) to interpret technical inquiries from customers and compile bibliographies.

Incumbent applies a comprehensive knowledge of the principles, theories, practices, techniques, terminology and expressions of the subject matter fields of computer science and computer applications. Collateral knowledge in one or more of the following fields is desirable: urban and regional planning, state and local government, business and economics, or social sciences. An understanding of the standard methods, procedures and techniques of research and analysis in these fields and knowledge of literature resources in these fields is necessary to meet the requirements of this position. Incumbent operates as a subject specialist in his/her subject matter fields.

### II. DUTIES AND RESPONSIBILITIES:

#### A. Subject Indexing

1. Classifies scientific and technical reports into their appropriate discipline or subject classification; assigns keywords (descriptors and identifiers/open-ended terms); and modifies, edits or writes abstracts as required to meet the criteria established by NTIS.

2. Aids in the maintenance of the NTIS subject term file of open-ended terms by development of keywords and their establishment with supplemental references.

3. Reviews subject indexing data supplied by other source agencies as input to NTIS and enriches the data to meet NTIS requirements.

B. Information Services

1. Performs specialized on-line literature searches (NTISearches) of the NTIS data base and other data bases in response to requests. Reviews printouts of these search-generated citations for relevance and quality.

2. Compiles bibliographies (Published Searches) requested by the public or for reasons of popular interest or demand.

3. Keeps abreast of new developments in scientific and technical fields in order to furnish information and/or direct requesters to additional or other sources of information not available in the NTIS collection.

C. Training

Assists senior analysts with training of new employees in NTIS indexing and abstracting methods and standards. Evaluates and reports progress of new employees, and adjusts training curricula as directed.

Performs other related duties as required.

III. SUPERVISION AND GUIDANCE RECEIVED:

The incumbent works under general supervision of the branch chief who gives instructions as to objectives and policy. Specific daily guidance on the application of NTIS indexing and abstracting policy, and continual review of work performed, is provided by senior analysts. Branch management evaluates the incumbent's technical performance through review of customer satisfaction with NTIS products, and through consultation with subject area experts within NTIS and other agencies in the technical information community.

2. Aids in the maintenance of the NTIS subject term file of open-ended terms by development of keywords and their establishment with supplemental references.

3. Reviews subject indexing data supplied by other source agencies as input to NTIS and enriches the data to meet NTIS requirements.

B. Information Services

1. Performs specialized on-line literature searches (NTISearches) of the NTIS data base and other data bases in response to requests. Reviews printouts of these search-generated citations for relevance and quality.

2. Reviews bibliographies (Published Searches) produced by the Published Search contractor, and evaluates the quality of those searches.

3. Keeps abreast of new developments in scientific and technical fields in order to furnish information and/or direct requesters to sources of information other than the NTIS collection.

Performs other related duties as required.

III. SUPERVISION AND GUIDANCE RECEIVED:

The incumbent works under continual supervision of a senior analyst, who gives instructions as to objectives and policy. Specific daily guidance on the application of NTIS indexing and abstracting policy, and continual review of work performed, is provided by senior analysts. Division management evaluates the incumbent's technical performance through review of customer satisfaction with NTIS products, and through consultation with subject area experts within NTIS and other agencies in the technical information community.

### ILLUSTRATOR III

The projects to which Illustrator III's are assigned usually involve several of the common art media (as in the case of Illustrator II's), but the illustrations themselves typically require a higher degree of skill in the use of many of the media. This degree of skill may be required, for example, because (1) the speed with which the illustration must be completed requires the ability to work quickly and competently in order to produce an acceptable finished product within the available time limit; (2) the illustration calls for the use of fine detail, special artistic effects, or an unusual use of the chosen medium, or (3) the method of reproduction, the use to which the illustration is to be put, or the information or artistic results desired calls for exceptional care and skill in the use of the medium.

The themes illustrated by Illustrator I's may be either concrete in nature or they may represent ideas and abstract concepts. The illustrations differ from those typical of Illustrator II's in that they are expected to interpret the publications, chart, poster, or exhibit in which they appear, while typical Illustrator II's present factual rather than interpretative material.

Many Illustrator III's are required to have a knowledge of a specialized subject-matter field such as medicine, science, or technical equipment. They prepare illustrations that are designed to reproduce the appearance of specific medical or scientific specimens or of pieces of technical equipment.

### ILLUSTRATOR II

Illustrator II's are usually assigned to projects involving several of the common art media over a representative period of time, such as pen-and-ink, pencil, tempera, wash, oils, and air brush. These projects require that the illustrator be proficient in the use of these media and in executing acceptable drawings in many styles. Generally speaking, Illustrator II's execute drawings that have been conceived by others and presented in the form of rough sketches.

Illustrator II's do not exercise an extensive knowledge of the subject matter involved when they prepare medical, scientific or technical equipment illustrations. They acquire information about the subject they are assigned to illustrate and develop a background of subject-matter knowledge through carrying out these illustrating assignments. However, the kind of illustrating work to which they are assigned does not require them to have an extensive prior knowledge about the subjects they illustrate.

## ILLUSTRATOR I

Illustrator I's perform duties which require the ability to use the more common media such as tempera, oils, pen-and-ink, or pencil with average skill. They copy drawings, either by tracing or freehand, apply coloring or wash to line drawings, letter either by hand or by the use of templates, and do detail or background work on illustrations which have been prepared by an illustrator of higher grade.

Illustrator I's who work with scientific subjects and technical equipment acquire the basic knowledge about the subject-matter field and develop information about the field of work that they will be called upon to illustrate. Those who work in the general fields of illustrating acquire the necessary information about the subject of the illustrations or apply a general knowledge to the subject.

## PHOTOGRAPHER III

Photographers at this level perform camera work that is characterized by the use of very specialized cameras and related equipment such as ultra-highspeed cameras, electronic timing and triggering devices, motion picture production cameras, optical printers, animation cameras, and related equipment. Much of the equipment used in positions at this level has been developed or adapted specifically for specialized requirements and will not be found in the unspecialized photographic shop. This differs from the typical situation at the Photographer II level where the equipment used, even for specialized photography, is the equipment commonly used in nonspecialized photography.

At the Photographer III level, camera work requires the ability to improvise and devise new methods and techniques for using equipment, since assignments typically involve problems not commonly encountered. Characteristically, many assignments in the medical, scientific and technical fields afford only one opportunity to photograph the material. Typical assignments involve extremes in light values, remote operation of equipment, high-speed color photography, use of synchronized stroboscopic light sources, timed electronic triggering, high-speed exposure, use of ultra-highspeed cameras operating at several thousand frames per second, and setting up and establishing precise photographic measurement equipment.

## PHOTOGRAPHER II

Photographer II positions are characterized by the necessity for selecting and using appropriate cameras, lighting equipment and other accessories in order to meet the requirements of specific photographic projects. This responsibility differs from that characteristic of Photographer I's which involves the use on a regular basis of the range of commonly available equipment.

Photographer II's usually work on a "custom" basis; that is, they consider the photographic subject matter, or artistic considerations involved in a specific project and determine the appropriate equipment to use, including cameras, lights, film, papers, etc., and adapt the developing and printing processes to meet individualized requirements.

Camera work at this level differs from work typical of the Photographer III level because it requires a thorough knowledge of the use and potentialities of the range of appropriate camera, lighting, and other equipment, of films and papers, and of processing procedures and techniques.

## PHOTOGRAPHER I

Photographer I's employees doing camera work use all of the common equipment, techniques and processes required by a variety of different kinds of uncomplicated assignments.

For example, Photographer I's take black-and-white or color still photographs of moving or stationary subjects that involve no significant problems of speed, motion, color contrast, or unusual lighting. Some cameramen may use 16 mm. or 35 mm. motion picture cameras to photograph simple shots of moving equipment, or of one or two individuals performing work processes and the like, where available or simple artificial lighting is used.

The subjects to be photographed have been selected and the objective of the photograph has been determined. Employees are expected to determine shutter speeds, lens settings and filters, camera angles, exposure times and type of film based upon experience with a similar past situations; if they expect exceptional problems to arise they consult beforehand with more experienced photographers. The cameraman is responsible for producing an acceptable product. Ordinarily at this level there will be an opportunity for repeated exposures or for retakes if the original exposure is unsatisfactory.

### EXHIBITS SPECIALIST III

Positions of exhibits specialists at this level are characterized by the responsibility for the construction of portions of more complex exhibits, such as models, three dimensional training aids, or complex exhibit cases and other exhibit furniture.

Complexity of the exhibits work may be indicated by: (a) subject matter which requires extensive study and search of the literature; (b) the need to demonstrate the significance of an event or development; (c) the need to present the development or evaluation of an event; and (d) subject matter involving several disciplines. Another area of work at this level includes the planning of detailed work processes and actual restoration work on historic structures or valuable items, or the construction of replicas or models requiring greater skill than is required for the work at the Exhibits Specialist II level. At this level exhibits specialists are comparatively free to use judgment in selecting work methods and materials, and developing techniques and color schemes.

### EXHIBITS SPECIALIST II

This level includes positions of exhibits specialists who perform independently the phases of work in which they are proficient, and receive training in the more complex processes. The duties relate to the fabrication, finishing and maintenance of exhibits which require a high degree of manual dexterity and moderate but varied artistic skills. Generally they work from accurate scale drawings, blueprints or sketches with instructions as to the materials to be used and the colors to be matched. On the phases of the work with which they are thoroughly familiar, and within the framework of accepted and proven methods and techniques, there is considerable latitude of choice in execution. On work which involves several processes or stages of development, the supervisor checks their work at the completion of each phase.

### EXHIBITS SPECIALIST I

This level includes positions of exhibits specialists who bring to the job manual dexterity, mechanical skill, and/or artistic skill, plus aptitude for learning exhibits techniques. On the job the incumbent performs duties related to the fabrication, finishing and repair of exhibits, while acquiring training in museum or exhibits techniques.