

DCD

## AWARD/CONTRACT

Page 1 of 2

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	
2. CONTRACT NO. NRC-33-97-178		3. EFFECTIVE DATE 1/01/97		4. REQUISITION/PROJECT NO. RS-IRM-97-178 DTD 8/01/96
5. ISSUED BY Code:  U.S. Nuclear Regulatory Commission FIP Acquisition Branch Division of Contracts Mail Stop T-7-I2 Washington, D.C. 20555		6. ADMINISTERED BY Code: (If other than Item 5) U.S. Nuclear Regulatory Commission Division of Contracts FIP Acquisition Branch Mail Stop T-7-I2 Washington, D.C. 20555		
7. NAME AND ADDRESS OF CONTRACTOR Zonar Corporation 2915 Hunter Mill Road, Suite 7 Oakton, Virginia 22124 TIN: 54-116774  Principal Investigator/Technical Contact: David E. Sullivan Telephone No: (703) 255-3800		8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		
		9. DISCOUNT FOR PROMPT PAYMENT N/A		
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6				
11. SHIP TO/MARK FOR CODE Refer to Section F		12. PAYMENT WILL BE MADE BY CODE U.S. Nuclear Regulatory Commission Div. of Acctg. & Finance GOV/COMM Mail Stop T-9-H4 Washington, D.C. 20555		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [ ] 10 U.S.C. 2304(c) [ ] [X] 41 U.S.C. 253(c) [1]				
14. ACCOUNTING AND APPROPRIATION DATA 710-15-32-30-10 D1212 31X0200.710 BOC: 2572 OBLIGATE: \$121,465.00				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE
See Schedule				
110001				
15G. TOTAL AMOUNT OF CONTRACT				\$459,768.24

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

Prescribed by GSA

9704110025 970101  
PDR CONTR  
NRC-33-97-178 PDR



X SEC	16. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

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

18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number RS-IRM-97-178, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER  
(Type or print)

20A. NAME OF CONTRACTING OFFICER

*M* Mary Jo Mattia

19B. NAME OF CONTRACTOR  
by \_\_\_\_\_  
(Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA

by *Penelope Kinney*  
(Signature of Contracting Officer)

19C. DATE SIGNED

20C. DATE SIGNED

EXCEPTION TO STANDARD FORM 26 (REV.4-85)



# TABLE OF CONTENTS

PAGE

## AWARD/CONTRACT

PART I - THE SCHEDULE . . . . .	3
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS . . . . .	3
B.1 PROJECT TITLE . . . . .	3
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) . . . . .	3
B.3 HOURLY RATES . . . . .	3
B.4 CONSIDERATION AND OBLIGATION . . . . .	4
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT . . . . .	5
C.1 STATEMENT OF WORK . . . . .	5
C.2 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993) . . . . .	15
SECTION D - PACKAGING AND MARKING . . . . .	16
D.1 PACKAGING AND MARKING (MAR 1987) . . . . .	16
SECTION E - INSPECTION AND ACCEPTANCE . . . . .	17
E.1 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987) . . . . .	17
SECTION F - DELIVERIES OR PERFORMANCE . . . . .	18
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) . . . . .	18
F.2 MONTHLY REPORT . . . . .	18
F.3 PLACE OF DELIVERY--REPORTS (JUN 1988) . . . . .	19
F.4 DURATION OF CONTRACT PERIOD . . . . .	19
SECTION G - CONTRACT ADMINISTRATION DATA . . . . .	20
G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY . . . . .	20
(JAN 1993)	
G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT . . . . .	22
- ALTERNATE 1 (JAN 1993)	
G.3 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993) . . . . .	23
G.4 NRCAR 2052.216-74 TASK ORDER PROCEDURES (JAN 1993) . . . . .	23
G.5 NRCAR 2052.216-75 ACCELERATED TASK ORDER PROCEDURES (JA . . . . .	24
G.6 USE OF AUTOMATED CLEARING HOUSE (ACH) . . . . .	25
ELECTRONIC PAYMENT	
SECTION H - SPECIAL CONTRACT REQUIREMENTS . . . . .	26
H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL . . . . .	26
CONFLICTS OF INTEREST (JAN 1993)	
H.2 NRCAR 2052.210-71 DRAWINGS, DESIGNS, SPECIFICATIONS, . . . . .	30
AND OTHER DATA (JAN 1993)	
H.3 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993) . . . . .	30
H.4 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE . . . . .	31
PROTECTION (JAN 1993)	
H.5 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS . . . . .	32
(NOV 1989)	
H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED . . . . .	32
(JUN 1988)	
H.7 PRIVATE USE OF CONTRACT INFORMATION AND DATA . . . . .	32

# TABLE OF CONTENTS

PAGE

PART II - CONTRACT CLAUSES . . . . .	33
SECTION I - CONTRACT CLAUSES . . . . .	33
I.1    52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	33
I.2    52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT .	34
INTEGRITY--MODIFICATION (SEP 1995)	
I.3    52.216-18 ORDERING (OCT 1995) . . . . .	37
I.4    52.216-19 ORDER LIMITATIONS (OCT 1995) . . . . .	37
I.5    52.216-21 REQUIREMENTS (OCT 1995) . . . . .	38
I.6    52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) . .	39
I.7    52.222-42 STATEMENT OF EQUIVALENT RATES FOR . . . . .	40
FEDERAL HIRES (MAY 1989)	
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . .	41
SECTION J - LIST OF ATTACHMENTS . . . . .	41
J.1    ATTACHMENTS (MAR 1987) . . . . .	41

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 PROJECT TITLE**

The title of this project is as follows:

SOFTWARE MAINTENANCE AND SYSTEM SUPPORT FOR THE PUBLIC  
DOCUMENT ROOM'S BIBLIOGRAPHIC RETRIEVAL SYSTEM

[End of Clause]

**B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The contractor shall provide the necessary personnel, materials, equipment, and facilities necessary to maintain the current Bibliographic Retrieval System (BRS) software. In addition, on a task-ordering basis, the contractor may be required to provide software enhancements. (Note: Any task orders issued under this contract shall be separately negotiated.)

[End of Clause]

**B.3 HOURLY RATES**

The following labor rates are applicable to performance of work under this effort:

**CALENDAR YEAR 1997**

CATEGORY	ESTIMATED HOURS	HOURLY RATE
Program Manager	48	
Sr. Systems Consultant	48	
Support Manager	240	
Systems Consultant	1008	
Sr. Programmer Analyst	480	
Administrative Support	120	

**CALENDAR YEAR 1998**

CATEGORY	ESTIMATED HOURS
Program Manager	44
Sr. Systems Consultant	44
Support Manager	216
Systems Consultant	960
Sr. Programmer Analyst	480



**B.3 (Continued)**

Administrative Support 120

**CALENDAR YEAR 1999**

CATEGORY	ESTIMATED HOURS
Program Manager	40
Sr. Systems Consultant	40
Support Manager	180
Systems Consultant	804
Sr. Programmer Analyst	360
Administrative Support	120

[End of Clause]

**B.4 CONSIDERATION AND OBLIGATION**

(a) The total estimated cost to the Government for full performance of work under this contract is \$459,768.24.

(b) The amount presently obligated by the Government with respect to this contract is \$121,465.00.

(c) It is estimated that the amount currently allotted will cover performance of work through August 1997.

Note: Funds presently obligated under this contract are for performance of work under the labor hour portion of this contract.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 STATEMENT OF WORK****C.1 - BACKGROUND****a. Organizational Environment**

The NRC Public Document Room (PDR) is located at 2120 L Street, N.W. in Washington, D.C. Serving as a bridge between the NRC and the public, the PDR manages and makes available to the public a comprehensive collection of agency documents related to NRC licensing proceedings, rulemaking activities, and the setting of policy for nuclear regulation in the United States. The types of documents include NRC NUREG Reports and manuals; transcripts and summaries of Commission meetings and NRC staff and licensee meetings; existing and proposed regulations and rulemakings; licenses and amendments; and correspondence on technical, legal and regulatory matters. Most of the documents are related to nuclear power plants -- their design, construction and operation -- and to nuclear materials, including the transportation and disposal of radioactive wastes. To aid researchers in locating documents and obtaining documents, the PDR has developed extensive indices to the collection and an on-line bibliographic and full text database. The database is also available to off-site users.

By the end of CY 1996, the Headquarters Public Document Room will contain about 2.3 million documents. The collection grows at the rate of over 300 new items every work day. During an average month, the PDR serves more than 1,200 requestors.

**b. System Environment**

The PDR Bibliographic Retrieval System (BRS) is a resource developed and managed by the facility staff to assist in making the NRC's public documents more easily identifiable and retrievable. At the end of January 1996, BRS managed the PDR's database of over 1.6 million variable length, variable format, bibliographic records describing the documents (letters, memoranda, multi-volume reports, engineering drawings, etc.) received or generated by the NRC in performance of its regulatory function. By mid-March 1996, nearly 3900 of these records had full text records associated with them. The average size of the bibliographic records is around 600 characters excluding inversion overhead; of the full text records, 24,113 characters. The records in this database are searched for and retrieved through multiple access points using Boolean logic statements; full text searching also includes a proximity feature. For more detailed descriptions of the current hardware and software see Sections

## C.1 (Continued)

C.1.c and C.1.d, respectively.

The BRS primary database is updated via daily transaction tapes for bibliographic data and 2 - 3 times per week via WAN download (only) for full text, both produced and provided by the NRC's agency-wide document control system (NUDOCS) contractor. The NUDOCs contractor catalogs, microfilms, and produces distribution control forms for both publicly and non-publicly available documents. In addition, PDR staff inputs full text of recent Staff Requirements Memoranda; other documents are being considered for the same treatment.

The daily tapes contain an average of 1,000 fixed length records, which represent about 322 new documents, the remaining records being updates, changes, or deletions to previously loaded records. Therefore, the PDR's database is growing at a rate of approximately 6,762 new bibliographic records each month. The rate of addition may rise from time to time as retrospective input occurs; for example, records for about 4,500 additional older documents not previously entered into the NUDOCs system and about 1,000 not previously entered into the BRS were added related to the Monticello nuclear power plant in Minnesota, at the time the lead plant in the NRC's license renewal program. The rate of input of all full text records is about 268 per month. The BRS also contains other smaller support, tracking, and authority files (e.g. password records, FOIA response tracking, SECY paper tracking, decoding information for values coded in the main bibliographic records, and the Advance Copy Database).

The data on the NUDOCs daily transaction tapes are batch loaded by PDR personnel at night into the BRS using a multi-module TRANSLATION program which performs error and consistency checks, prints error messages, loads new records, changes old records, updates inversion files, and, at the end of each run, prints system statistics. A special set of modules called the ANNOTATOR compares the words and phrases in the NUDOCs title field against a computer-stored dictionary and posts searchable key terms onto the BRS records when matches are found. The WORDFIT module indexes all non-noise words in the title field.

NUDOCS batch processing creates text files in the PDR directory of the NRC Data General MV6000. These files are downloaded to a 486 PC in the PDR computer room using FTP. A pre-processing program is then run on the PC, and the files produced are uploaded to the HP1000 using KERMIT over the 9600 baud direct connection to the HP MUX. On the HP, a second preprocessing program is run, and the word index file is further refined to facilitate proximity searching. Finally, the BRS system command FTFT is executed in order to scan the database for newly added documents and to insert entries for them into the inverted TEXT index of the BRS.



## C.1 (Continued)

## c. Current Hardware

The PDR/BRS system resides on a Hewlett Packard (HP) 1000 Series A minicomputer, the latest series 1000 compatible with the Integrated Document Control System (IDCS) package upon which BRS is based.

All hardware is HP except modems and IBM-compatible PCs used as BRS terminals.

The HP hardware includes:

- o one Series 1000, model A900 computer with six million bytes of memory,
- o four 571 Mbyte HP-IB disks,
- o ten 2 Gbyte SCSI disks,
- o one 6250/1600 BPI Magnetic Tape drive,
- o one 1.3 Gbyte DAT tape drive,
- o two line printers,
- o one character printer,
- o one laser printer
- o forty-eight communications access ports contained on six 8-line multiplexors. Ten ports support public dial-in access, one line provides access via the FedWorld Bulletin Board System, six terminals are provided in the Public Reading Room, and thirteen lines provide access to PDR staff. The remaining ports are used for printers, the console, training, reproduction contractor, and software maintenance terminals. See Exhibit A for a system configuration. All of the hardware is owned by the NRC.

## d. Current Software

The PDR/BRS system runs under the HP RTE-A operating system (currently version 6.1). The original database management system (DBMS) is a proprietary product of the ACCESS Corporation called IDCS (Integrated Document Control System.) This proprietary software product was initially installed by Access Corporation in 1978-79. Since that time, the DBMS has been greatly enhanced by the addition of special application software modules which were developed specifically for and are therefore owned by the NRC. The NRC has approval from ACCESS Corporation to use, maintain, and alter their proprietary DBMS. A section on licensing restrictions placed on the use of the DBMS and on any incumbent maintenance contractor is incorporated under this contract.

As of January 1996, the IDCS includes about 78,000 lines of Hewlett Packard Assembler (MACRO) code and 12,000 lines of FORTRAN 77 code in 380 modules. About 150 additional special BRS applications modules require 40,000 lines of FORTRAN, while 35

## C.1 (Continued)

assembler modules use 15,000 lines. Half of the special applications modules were written more than ten years ago and have been upgraded as necessary over the years. The others represent enhancements such as on-line ordering, multi-field sort, assisted search/menu access, on-line tutorial, and full text search and retrieval, which were integrated during recent years. Expert knowledge of the proprietary documentation and a license from ACCESS Corporation were required of the current contractor in order to produce these enhancements.

The DBMS software is a concordance driven system and utilizes Key Sequential Access Method (KSAM) structure. The system provides all necessary functions to maintain and control access to the bibliographic and full text records. Its attributes (List A) include:

## List A

- \* Inverted file structure
- \* Record retrieval by both unique and non-unique keys and by controlled (thesaural) and uncontrolled vocabulary
- \* Comparisons of the value of any field of the record to a specified value
- \* Range and truncation searching
- \* Proximity searching of full text
- \* Command and assisted/menu searching
- \* Access and display of one or more records as a result of single or multiple Boolean search statements (AND, OR, and AND NOT)
- \* Document ordering
- \* Tutorial
- \* Support of operator-generated changes to any data or index fields
- \* Full backup and restore capabilities
- \* Dynamic allocation of disk space.

More detail on the software's capabilities is given in Exhibit B, The BRS Operations Manual.

The BRS Operations Manual (Exhibit B) and the The BRS Users' Manual (Exhibit C) are the manuals used by the PDR staff, as they operate, use, and update the system for the PDR. The Operations Manual reflects the types of operating functions performed by the PDR staff who are non-ADP specialist personnel. In summary, the key operators on the PDR staff are librarians trained to perform duties as shown on List B below:

## List B

- \* Load new records using the TRANSLATION, TLOD, and FTFT

## C.1 (Continued)

- programs.
- \* Run the retrospective WORDFIT program as required.
- \* Alter the logic statements within the TRANSLATION program as required to reflect changes in the indexing rules of the NUDOCS.
- \* Reboot and restart the system.
- \* Create fields and file definitions.
- \* Add and change password records, controlling the level of access for system users.
- \* Interrupt and break normal processing tasks.
- \* "OFF" and "UP" LUs and EQTs.
- \* Perform simple diagnostics to provide feedback to the contractor when problems arise.

The Users' Manual (Exhibit C) is available to give more detailed information on the primary functions performed by the BRS as it serves as an on-line catalog/index to the PDR's document collection. In summary, using simple commands and Boolean connectors, the BRS creates hitlists of records which can then be (a) reviewed at the terminal, one record at a time, (b) sorted by various parameters, (c) printed at the terminal, (d) printed off-line at a system printer, and/or (e) made the basis for on-line order of document(s). The output device, format of the records, and the level of detail for each printout are under the control of the searcher.

## e. Assumptions About the Future

It is the NRC's desire to maintain the BRS as a state-of-the-art information system.

## C.2 WORK REQUIREMENTS

For the services required hereunder, the contractor shall provide the necessary personnel, materials, equipment, and facilities to maintain current software, including investigation and resolution of problems related to software failures and database damage; provide system support functions; and prepare related documentation.

## C.3 SYSTEM MAINTENANCE AND SUPPORT

The coverage for system maintenance and system support shall be normal working hours, from 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of Federal Holidays. The Project Officer or the designee shall notify the contractor of any problem(s). The contractor shall be required to investigate and resolve such problems. System problems which disallow the search, retrieval, and online ordering functions and database updates, which are the most critical, shall be addressed and, at a minimum, temporarily fixed or circumvented within 48 clock hours after



## C.1 (Continued)

notification. Final resolution shall occur within 30 calendar days after notification. Final resolution of failures and bugs which do not disallow critical activities will depend on the severity of the problem, but shall be addressed and fixed within no more than 90 calendar days, unless a determination is made by the Project Officer that the level of effort necessary to address the problem is not cost beneficial. The period for completing temporary fixes and final resolutions, respectively, commences when the Project Officer or designee notifies the contractor during normal working hours or at the beginning of the next normal working day if the notification is made outside the normal working hours.

In providing system maintenance/system support, the contractor shall respond to issues in the following categories explained in detail below.

- a. Software Failure
- b. Database Analysis/Repair
- c. System Support
- d. HP Software Maintenance Support
- e. Hardware Maintenance Support
- f. Designated Representative For The NRC/PDR Under The Hewlett Packard Call-In Agreement
- g. Documentation Clarification
- h. Management Support

The Government reserves the right to set the priorities of problems to be addressed if multiple tasks conflict.

a. Software Failures

A software failure is defined as a design defect in a software product which may result in the creation of one or more of the following conditions during the course of normal usage as described in user documentation:

- \* System will no longer accept operator commands.
- \* All program execution ceases and cannot be reinstated.
- \* I/O ceases for one or more peripherals and cannot be reinitiated without restarting.
- \* The system or the database cannot be retrieved.
- \* Repetitive operator intervention is required to maintain system function.
- \* The system response time drops to 80% or less of normal.
- \* Performance of the product, as defined by the documentation, cannot be achieved.

When the PDR staff or the contractor encounters a

**C.1 (Continued)**

software failure, the contractor shall investigate it, verify it, and determine the cause and the extent of the design defect. Once the cause and the extent of the design defect have been determined, the contractor shall, at a minimum, develop a temporary fix or a method of programming around the defect in order to allow continued operation of the system. The contractor shall then implement the necessary permanent revisions to the software to correct the defect subsequent to conferring with the Project Officer.

**b. Database Analysis/Repair**

Database analysis/repair includes investigation of possible database damage, repair of damage, analyses of probable source (hardware or software), and steps necessary to prevent recurrence of such damage. Although procedures are in effect to save the entire database on a periodic schedule, certain types of database damage are not immediately detectable.

Typically, full restoration of the database from saved copies is not the best solution for even extensive database damage, and full restoration has never been performed since system installation. Rather, a combination of interactive repair and recovery of selected records from the saved copies provides the least overall loss. Although programs are available to facilitate this process, they require extensive analysis of the database and frequently call for development of "one-shot" programs to be fully effective.

The contractor shall provide the necessary analysis to determine the scope of the damage and the approach to repair which will cause the minimum adverse impact on operations; repair the database on a less-than-full restoration basis; communicate to the NRC/PDR Project Officer the alternatives and expected impact of various approaches to complete database repair; implement the Project Officer's approved alternative; recommend to the Project Officer software and/or procedures to avoid future damage and/or minimize its impact on PDR/BRS operations; and implement the Project Officer's approved alternative.

**c. System Support**

System support is defined as routine technical support for the day-to-day operations of the PDR system, including:

- \* Make recommendations to the NRC/PDR Project Officer related to system growth and impacts on performance.
- \* Make recommendations on implications of changes to the system being planned by the Project Officer.
- \* Investigate problems within the database

## C.1 (Continued)

associated with damaged files due to hardware or software failure or operator error; present findings and alternatives for correction to the Project Officer; and implement the approved alternative.

- \* Periodically verify the database, ensuring that records and fields are present and correctly represented and space is being maximally utilized. Run the program to check for structural integrity, particularly after accidents such as power failures and hardware and telecommunications problems.
- \* Perform database compressions as required to assure maximum utilization of computer disk storage; e.g., remove loaded blank spaces; reduce space occupied by new records (skeletal plus follow-up); repack (reduce density of) records expanded during a backfit (retrospective change).
- \* Answer technical questions in response to external requirements, as needed; e.g., requirements made to the PDR by the Office of the Secretary in regard to planning and budget or by the NRC Office of Information Resource Management vis-a-vis technological implementations.
- \* Provide technical advice as required to designated PDR staff members to allow them to perform the basic system functions listed under Section C.1.d, List B.

d. HP Software Maintenance Support

The NRC has a Customer Support Service Agreement with Hewlett Packard (HP) for maintenance of HP's Operating System software and firmware. Under this agreement, HP provides the NRC with new releases to its RTE operating system and "fixes" to problems with their software/firmware. Because the PDR/BRS application software is dependent on the HP software, all proposed changes, revisions and "fixes" to the HP software/firmware must be reviewed, approved and installed by the BRS maintenance contractor. The NRC/PDR Project Officer will provide these submissions from HP to the BRS maintenance contractor.

The contractor shall then evaluate the HP proposed software revisions to determine applicability, useability, and impacts on the BRS. The contractor shall then report the results of this evaluation in writing to the Project Officer within 30 days from the date received. The report shall also list the advantages and disadvantages of the proposed revisions, and provide a recommendation and justification for acceptance or rejection of the installation. The Project Officer shall respond



## C.1 (Continued)

to this evaluation within one week when (s)he will direct the contractor accordingly.

If the Project Officer determines that the HP revisions are beneficial, the contractor shall install the change as soon as possible, with a date due not to exceed thirty days from the date of direction by the Project Officer. Exception: If the submission is a "fix" to resolve a problem/"bug" which affects the BRS system's search/retrieval/order and/or database update functions, the change shall be evaluated and installed within one week of the date on which Project Officer approval is received by the contractor.

The Monthly Report shall be used as the vehicle for written documentation of receipt and resolution of proposed HP changes. If BRS application programs must be modified to accommodate these changes, such changes shall be documented.

e. Hardware Maintenance Support

The contractor shall provide analysis of any reported problems to determine whether they are caused by hardware or software.

The contractor shall validate and examine the effects on software (including proprietary software) and the database of any repairs to or changes in the hardware configuration of the BRS done by HP technicians. The contractor shall also support HP repairs and changes by running tests or diagnostics, including on proprietary software, to assure the acceptability of such alterations for the proper operation of the BRS.

f. Designated Representative For the NRC/PDR Under the Hewlett Packard Call-In Support Agreement

Contractor personnel shall report all problems and pursue their resolution. This may include filing software questions or complaints through HP's computer support on line service line. The Contractor shall keep the Project Officer informed of progress in resolution and presents her/him with analyses and recommendations on options.

g. Documentation Clarification

Documentation Clarification may be defined as the necessary addition of information to, or refinement of, existing documentation in order to clarify a particular aspect of a software product's performance. A documentation clarification may also be defined as a typographical error, a statement which is made that is clearly not intended, or a statement which is ambiguous or no longer valid. In the case of documentation

## C.1 (Continued)

clarification, the contractor shall issue appropriate clarifications in the form of replacement pages/sections in existing PDR manuals.

When work performed under C.1.a. through C.1.e. above causes changes to operations as described in the Operations Manual and Users' Manual, the contractor shall provide replacement pages and/or disks for those manuals reflecting the changes within 30 days after the change(s).

## h. Management Support

As requested, the contractor shall provide the following management support. Turnaround time shall be agreed upon between the PDR Project Officer and the contractor on a case-by-case basis; in general the contractor shall be expected to meet PDR requirements both for timely response to NRC executive management, for whom time frames may be very tight; and also for maintaining a smoothly operating BRS.

(1) Review of designated NRC automation programs in terms of BRS, especially proprietary software; e.g., telecommunications and LAN, in recognition of the close interconnections among computers, software, and telecommunications programs. The NRC will provide technical documentation on such programs to the contractor. The contractor shall then evaluate them to determine applicability, useability, and impacts on BRS. The contractor shall report the results of the evaluation in writing. The required turnaround time for receipt of the contractor's report is usually measurable in a few days.

(2) Written recommended estimates for hardware, software, and database changes, which are usually required by SECY executive management in short time frames (days) and require expert knowledge of the PDR/BRS, and in particular, the proprietary software.

## C.4 TASK ORDERS

The contractor shall provide the necessary personnel, materials, equipment, and facilities, on a negotiated task order basis, substantially to enhance the PDR BRS system through major modifications to existing programs or developing new modules. Task Order work may include tasks such as feasibility and cost benefit analyses, systems analysis, functional/systems design, program development and testing, development of new system documentation, system testing and evaluation. Under this contract, the NRC shall negotiate and issue Task Orders individually as requirements occur in accordance with the procedures set forth under Section G. When the Task Order involves changes to BRS, the contractor shall provide

**C.1 (Continued)**

documentation, as described in C.3.g.

The following are examples of areas in which, at the option of NRC, Task Orders may be issued:

a. The contractor shall provide modifications to BRS software in response to external changes and database growth.

b. The contractor shall coordinate changes in systems hardware/software and applications software (including proprietary software), in recognition of the close interconnections among these components.

c. The contractor shall provide technical briefings on new technology within guidelines given for content and written materials, in cases when the proprietary software of the BRS impacts the application of the technology.

d. The contractor shall provide extensive training for new PDR staff and retraining/upgrading for established staff. The contractor shall provide the NRC/PDR Project Officer with a written training plan for approval prior to undertaking training.

[End of Clause]

**C.2 NRCAR 2052.215-83 TRAVEL APPROVALS (JAN 1993) (APPLIES TO CPFF PORTION ONLY.)**

(a) All domestic travel requires the prior approval of the project officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445 and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. Foreign travel approval must be communicated in writing through the contracting officer.

[End of Clause]



## SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING (MAR 1987)

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

[End of Clause]

**SECTION E - INSPECTION AND ACCEPTANCE**

52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR	JAN 1986

[End of Clause]

**E.1 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)**

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

[End of Clause]

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

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

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

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

[End of Clause]

**F.2 MONTHLY REPORT**

The contractor shall provide a monthly Financial Statement and Technical Progress Report to the Project Officer and the Contracting Officer. They are due within 20 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance and the period covered by the report. Separate monthly statements and reports shall be submitted for system maintenance and support and for any task orders issued under this contract.

**a. Each financial statement shall include the following:**

Labor categories and corresponding rates, hours used during the period, costs incurred during the period, cumulative costs to date including total costs incurred, amount withheld and net payment.

**b. Each technical report shall include the following:**

(Identify, for system maintenance and support, the applicable category of problem or task - C.1.a through h)

1. A listing of the effort completed during the period; milestones reached or, if missed, an explanation provided; and the labor categories and hours used for each line item;
2. A summary of progress to date in the case of ongoing efforts; and the labor categories and hours used for each line item;
3. Any problems or delays encountered or anticipated and recommendations for resolution; (if the recommended resolution



**F.2 (Continued)**

involves a change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact);

4. Plans for the next report period.

The monthly technical report is the appropriate vehicle for the contractor to present to the NRC/PDR Project Officer investigative findings, recommendations, alternatives, etc. as required in Section C, Statement of Work, when time frames are not critical.

**F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)**

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

(a) Project Officer (2 copies)

U.S. Nuclear Regulatory Commission  
Office of the Secretary of the Commission  
Public Document Room, Mail Stop LL-6  
Washington, D.C. 20555

(b) Contracting Officer (1 copy)

[End of Clause]

**F.4 DURATION OF CONTRACT PERIOD**

The ordering period for this contract shall commence on January 1, 1997 and will expire on December 31, 1999. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-8 - Ordering).

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-71 PROJECT OFFICER AUTHORITY  
(JAN 1993)

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

Name: Elizabeth J. Yeates

Address: U.S. Nuclear Regulatory Commission  
Office of the Secretary of the Commission  
Mail Stop LL-6  
Washington, D.C. 20555

Telephone Number: (202) 634-3380

- (b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. 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, fills in details, or otherwise serves to accomplish the contractual statement of work.
  - (2) Provide advice and guidance 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 drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement 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 work outside the general scope of the contract.
  - (2) Constitutes a change as defined in the "Changes" clause of this contract.
  - (3) In any way causes an increase or decrease in the total

## G.1 (Continued)

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.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.
- (f) 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 paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the 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.
- (g) 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.
- (h) 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 there to is subject to FAR 52.233-1 - Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
  - (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.



## G.1 (Continued)

- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

[End of Clause]

G.2 NRCAR 2052.215-82 TRAVEL REIMBURSEMENT (APPLIES TO CPFF PORTION ONLY.)  
- ALTERNATE 1 (JAN 1993)

- (a) The contractor is encouraged to use Government contract airlines, AMTRAK rail services, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The contracting officer shall, upon request, provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- (b) The contractor will be reimbursed for reasonable travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined in accordance with the specific travel regulations cited in FAR 31.205-46, as are in effect on the date of the trip. Travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.
- (c) When the Government changes the Federal Travel Regulations, or other applicable regulations, it is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

## G.2 (Continued)

(End of Clause)

## G.3 NRCAR 2052.216-71 INDIRECT COST RATES (JAN 1993) (APPLIES TO CPFF PORTION.)

- (a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

Overhead: [REDACTED]

G&amp;A: [REDACTED]

## G.4 NRCAR 2052.216-74 TASK ORDER PROCEDURES (JAN 1993) (APPLIES TO CPFF PORTION.)

- (a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORP) which includes the following, as appropriate:
- (1) Scope of work/meetings/travel and deliverables;
  - (2) Reporting requirements;
  - (3) Period of performance - place of performance;
  - (4) Applicable special provisions;
  - (5) Technical skills required; and
  - (6) Estimated level of effort.
- (b) Task order proposal. By the date specified in the TORP, the contractor shall deliver to the contracting officer a written proposal that provides the following technical and cost information, as appropriate:

- (1) Technical proposal content;

- (i) A discussion of the scope of work requirements to substantiate the contractor's understanding of the requirements of the task order and the contractor's proposed method of approach to meet the objective of the order.

- (ii) Resumes for professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background, specific pertinent work experience, and a list of any pertinent publications authored by the individual.

- (iii) Identification of administrative support personnel

**G.4 (Continued)**

and/or facilities that are needed to assist the professional personnel in completing work on the task order.

- (iv) Identification of "Key Personnel" and the number of staff hours that will be committed to completion of work on the task order.
- (2) Cost proposal. The contractor's cost proposal for each task order must be prepared using Standard Form 1411, Contract Pricing Proposal cover sheet. A copy of the form and instructions are attached to this contract. Each task order cost proposal must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.
- (c) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:
  - (1) Statement of work/meetings/travel and deliverables;
  - (2) Reporting requirements;
  - (3) Period of performance;
  - (4) Key personnel;
  - (5) Applicable special provisions; and
  - (6) Total task order amount including any fixed fee.

[End of Clause]

**G.5 NRCAR 2052.216-75 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)**

- (a) The NRC may require the contractor to commence work before receipt of a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.
- (b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the



**G.5 (Continued)**

contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

(End of Clause)

**G.6 USE OF AUTOMATED CLEARING HOUSE (ACH)  
ELECTRONIC PAYMENT**

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

To receive payment by Vendor Express, the contractor shall complete the "Company Information" portion of Form SF 3881, entitled "Payment Information Form - ACH Vendor Payment System" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. The contractor must ensure that the addendum record will not be stripped from the payment. The ACH Coordinator will fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, ATTN: ACH/Vendor Express, Division of Accounting and Finance, Mailstop T-9-E-2, Washington, DC 20555. Once the Office of the Controller has processed the contractor's sign-up form, the contractor will begin to receive payments electronically via Vendor Express/ACH.

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

[End of Clause]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL  
CONFLICTS OF INTEREST (JAN 1993)

- (a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:
- (1) Is not placed in a conflicting role because of current or planned interests (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 apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.
- (c) Work for others.
- (1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any 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 before the execution of such contractual arrangement.
  - (2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

## H.1 (Continued)

- (3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).
  - (4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,
    - (i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.
    - (ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.
    - (iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.
- (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 48 CFR 2009.570-2.
  - (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 must 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 if termination is in the best interest of the government.
  - (3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad



## H.1 (Continued)

spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c) (2), (c) (3) or (c) (4) of this section.

(e) Access to and use of information.

- (1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:
  - (i) Use this information for any private purpose until the information has been released to the public;
  - (ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;
  - (iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or
  - (iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the

## H.1 (Continued)

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 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.
- (3) Subject to patent and security provisions of this contract, the contractor shall have 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 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.
- (g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.
- (h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.
- (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 may 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 the products or services.
- (1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or

**H.1 (Continued)**

specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

- (2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

[End of Clause]

**H.2 NRCAR 2052.210-71 DRAWINGS, DESIGNS, SPECIFICATIONS, AND OTHER DATA (JAN 1993)**

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, other data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times. Inspection of the proper facilities must be afforded the Commission by the contractor and its subcontractors. These data are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the contractor and its subcontractors and vendors for additional compensation and must, subject to the right of the contractor to retain a copy of the material for its own use, be delivered to the Government, or otherwise disposed of by the contractor as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

[End of Clause]

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

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

David E. Sullivan  
Patrick B. Sullivan



**H.3 (Continued)**

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

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

[End of Clause]

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

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor

**H.4 (Continued)**

fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

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

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

[End of Clause]

**H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED  
(JUN 1988)**

The Government will not provide any equipment/property under this contract.

[End of Clause]

**H.7 PRIVATE USE OF CONTRACT INFORMATION AND DATA**

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

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

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

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

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

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR	JUL 1995
	SALES TO THE GOVERNMENT	
52.203-10	PRICE OR FEE ADJUSTMENT FOR	SEP 1990
	ILLEGAL OR IMPROPER ACTIVITY	
52.203-12	LIMITATION ON PAYMENTS TO	JAN 1990
	INFLUENCE CERTAIN FEDERAL	
	TRANSACTIONS	
52.204-4	PRINTING/COPYING DOUBLE-SIDED	JUN 1996
	ON RECYCLED PAPER	
52.209-6	PROTECTING THE GOVERNMENT'S	JUL 1995
	INTEREST WHEN SUBCONTRACTING WITH	
	CONTRACTORS DEBARRED, SUSPENDED,	
	OR PROPOSED FOR DEBARMENT	
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-6	NOTICE OF TOTAL SMALL BUSINESS	JUL 1996
	SET-ASIDE	
52.219-8	UTILIZATION OF SMALL, SMALL	OCT 1995
	DISADVANTAGED AND WOMEN-OWNED	
	SMALL BUSINESS CONCERNS	
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.222-1	NOTICE TO THE GOVERNMENT	APR 1984
	OF LABOR DISPUTES	
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL	APR 1984
	DISABLED AND VIETNAM	
	ERA VETERANS	
52.222-36	AFFIRMATIVE ACTION FOR	APR 1984
	HANDICAPPED WORKERS	



## I.1 (Continued)

NUMBER	TITLE	DATE
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	JUN 1987
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS Alternate II (JAN 1986)	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES Alternate I (DEC 1991)	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	AUG 1987
52.244-3	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)	APR 1985
52.248-1	VALUE ENGINEERING	MAR 1989
52.249-6	TERMINATION (COST-REIMBURSEMENT) Alternate IV (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

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

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

## I.2 (Continued)

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

CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)

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

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

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

## I.2 (Continued)

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

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

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

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

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

[End of Clause]



**I.3 52.216-18 ORDERING (OCT 1995) (APPLIES TO CPFF PORTION.)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from January 1, 1997 through December 31, 1999.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

**I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

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

## I.4 (Continued)

[End of Clause]

## I.5 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to 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 December 31, 1999.

## I.5 (Continued)

[End of Clause]

## I.6 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

[End of Clause]



I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR  
FEDERAL HIRES (MAY 1989)

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

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

Employee class	Monetary Wage-Fringe Benefits
Program Manager	\$39.90
Senior Systems Consultant	\$39.90
Systems Consultant	\$32.75
Senior Programmer/Analyst	\$21.41
Junior Programmer/Analyst	\$15.50
Administrative Support	\$15.74

[End of Clause]

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

## SECTION J - LIST OF ATTACHMENTS

## J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
01	Billing Instructions
02	NRC Contractor Organizational Conflicts of Interest
03	Wage Determination
04	Payment Information Form SF 3381 - ACH Payment System
05	Exhibit A - System Configuration
06	Exhibit B - BRS Operation Manual*
07	Exhibit C - BRS User's Manual*

\*These documents are available at the PDR.

PAYMENT INFORMATION FORM SF 3381  
ACH VENDOR PAYMENT SYSTEM

[INSTERT FORM HERE]



(MARCH 1996)

Page 1 of 3

**BILLING INSTRUCTIONS FOR  
FIXED PRICE CONTRACTS**

**General:** The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

**Form:** Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

**Number of Copies:** An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

**Designated Agency Billing Office:** Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission  
Division of Contracts - T-7-I-2  
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch  
Division of Facilities and Property Management  
Mail Stop - T-7-D-27  
Washington, DC 20555-0001

**HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC.** However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission  
One White Flint North - Mail Room  
11555 Rockville Pike  
Rockville, MD 20852

**HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS**

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3)

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

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

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396



## NUCLEAR REGULATORY COMMISSION ACQUISITION REGULATION

2009.570 NRC organizational conflicts of interest.

§2009.570-1 Scope of policy.

(a) It is the policy of 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 the 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 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 this policy guidance. The ultimate test is as follows: 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 the NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC agreements with other Government agencies, international organizations, or state, local, or foreign Governments. Separate procedures for avoiding conflicts of interest will be employed in these agreements, as appropriate.

§2009.570-2 Definitions.

As used in §2009.570:

Affiliates means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Contract means any contractual agreement or other arrangement with the NRC except as provided in §2009.570-1(c).

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

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

Offeror or prospective contractor means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

Organizational conflicts of interest means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which:

(1) May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or

(2) May result in its being given an unfair competitive advantage.

Potential conflict of interest means that a factual situation exists that suggests 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 that--

(1) Merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or

(2) Must be reported to the contracting officer for investigation if they arise during contract performance.

Research means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

Subcontractor means any subcontractor of any tier who performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts not exceeding the small purchase threshold.

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

§2009.570-3 Criteria for recognizing contractor organizational conflicts of interest.

(a) General.

(1) Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist:

(i) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for the NRC?



(ii) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

(2) NRC's ultimate determination that organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation or evaluation activities, or similar activities that directly lay the groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs. Any work performed at an applicant or licensee site will also be closely scrutinized by the NRC staff.

(b) Situations or relationships. The following situations or relationships may give rise to organizational conflicts of interest:

(i) The offeror or contractor shall disclose information, that may give rise to organizational conflicts of interest under the following circumstances. The information may include the scope of work or specification for the requirement, being performed, the period of performance, and the name and telephone number for a point of contact at the organization knowledgeable about the commercial contract.

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

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter on 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 has been substantially involved in the development or marketing of the products or services of another entity.

(iv) Where the award of a contract would 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 would result in an unfair competitive advantage for the offeror or contractor.

(v) Where the offeror or contractor solicits or performs work at an applicant or licensee site while performing work in the same technical area for the NRC at the same site.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract clauses such as provided in §2009.570-5(b) in the following circumstances:



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

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

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

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

(v) Where the award of a contract might 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 might result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations.

(1) (i) Example. The ABC Corp., in response to a Request For Proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The ABC Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the ABC Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

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

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

(ii) Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which

could 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 with the private sector that could create a conflict during the performance of the NRC contract. 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) (i) Example. The ABC Corp., in response to a competitive RFP, submits a proposal to assist the NRC in revising NRC's guidance documents on the respiratory protection requirements of 10 CFR Part 20. ABC Corp. is the only firm determined to be technically acceptable. ABC Corp. has performed substantial work for regulated utilities in the past and is expected to continue similar efforts in the future. The work has and will cover the writing, implementation, and administration of compliance respiratory protection programs for nuclear power plants.

(ii) Guidance. This situation would place the firm in a role where its judgment could be biased in relationship to its work for the NRC. Because the nature of the required work is vitally important in terms of the NRC's responsibilities and no reasonable alternative exists, a waiver of the policy, in accordance with §2009.570-9 may be warranted. Any waiver must be fully documented in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) (i) Example. The ABC Corp. submits a proposal for a new system to evaluate a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Corp. has advised the 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.

(ii) Guidance. A contract could be awarded to the ABC Corp. if the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless this information has been reported to the NRC. Data on how the reactor component performs, which is reported to the NRC by contractors, will normally be disseminated by the NRC to others to preclude an unfair competitive advantage. When the NRC furnishes information about the reactor component to the contractor for the performance of contracted work, the information may not be used in the contractor's private activities unless the 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 about the performance of the reactor component under the contract, is proposed to be used.

(5) (i) Example. The ABC Corp., in response to a RFP, proposes to assemble a map showing certain seismological features



of the Appalachian fold belt. In accordance with the representation in the RFP and §2009.570-3(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the eastern United States, but none of the sites are within the geographic area contemplated by the NRC study.

(ii) Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. Section 2052.209-73(c) Work for Others, would preclude ABC Corp. from accepting work which could create a conflict of interest during the term of the NRC contract.

(6) (i) Example. AD Division of ABC Corp., in response to a RFP, submits a proposal to assist the NRC in the safety and environmental review of applications for licenses for the construction, operation, and decommissioning of fuel cycle facilities. ABC Corp. is divided into two separate and distinct divisions, AD and BC. The BC Division performs the same or similar services for industry. The BC Division is currently providing the same or similar services required under the NRC's contract for an applicant or licensee.

(ii) Guidance. An NRC contract for that particular work would not be awarded to the ABC Corp. The AD Division could be placed in a position to pass judgment on work performed by the BC Division, which could bias its work for NRC. Further, the Conflict of Interest provisions apply to ABC Corp. and not to separate or distinct divisions within the company. If no reasonable alternative exists, a waiver of the policy could be sought in accordance with §2009.570-9.

7(i) EXAMPLE The ABC Corp. completes an analysis for NRC of steam generator tube leaks at one of a utility's six sites. Three months later, ABC Corp. is asked by this utility to perform the same analysis at another of its sites.

(ii) GUIDANCE §2052.290-73(c)(3) would prohibit the contractor from beginning this work for the utility until one year after completion of the NRC work at the first site.

8(i) EXAMPLE ABC Corp. is assisting NRC in a major on-site analysis of a utility's redesign of the common areas between its twin reactors. The contract is for two years with an estimated value of \$5 million. Near the completion of the NRC work, ABC Corp. requests authority to solicit for a \$100K contract with the same utility to transport spent fuel to a disposal site. ABC Corp. is performing no other work for the utility.

(ii) GUIDANCE The Contracting Officer, would allow the contractor to proceed with the solicitation because A) it is not in the same technical area as the NRC work and B) the potential for technical bias by the contractor because of financial ties to



the utility is slight due to the relative value of the two contracts.

9(i) EXAMPLE The ABC Corp. is constructing a turbine building and installing new turbines at a reactor site. The contract with the utility is for five years and has a total value of \$100 million. ABC Corp. has responded to an NRC Request For Proposal requiring the contractor to participate in a major team inspection unrelated to the turbine work at the same site. The estimated value of the contract is \$75K.

(ii) GUIDANCE An NRC contract would not normally be awarded to ABC Corp. since these factors create the potential for financial loyalty to the utility that may bias the technical judgment of the contractor.

(d) Other considerations.

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

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

**§2009.570-4 Representation.**

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor. The procedures apply to small purchases meeting the criteria stated in the following paragraph (b) of this section.

(b) The organizational conflicts of interest representation provision at §2052.209-72 must be included in solicitations and unsolicited proposals, (including those for task orders and modifications for new work) for:

- (1) Evaluation services or activities;
- (2) Technical consulting and management support services;
- (3) Research; and

(4) Other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement also applies to all modifications for additional effort under the contract except those issued under the "Changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provisions has previously been submitted with regard to the contract being modified, only an updating of the statement is required.

(c) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work contained in a RFP unless the RFP specifically prohibits the 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 be to the detriment of the competitive posture of the other offerors, the NRC shall reject the proposal as unacceptable.

(d) The offeror's failure to execute the representation required by paragraph (b) of this section with respect to an invitation for bids is considered to be a minor informality. The offeror will be permitted to correct the omission.

#### **§2009.570-5 Contract clauses.**

(a) General contract clause. All contracts and small purchases of the types set forth in §2009.570-4(b) must include the clause entitled, "Contractor Organizational Conflicts of Interest," set forth in §2052.209-73.

(b) Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the contracting officer may determine that the conflict can be avoided, or, after obtaining a waiver in accordance with §2009.570-9, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

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

(2) Software exclusion clauses;

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

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

#### **§2009.570-6 Evaluation, findings, and contract award.**

The contracting officer shall evaluate all relevant facts submitted by an offeror and other relevant information. After evaluating this information against the criteria of §2009.570-3, the contracting officer shall make a finding of whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that real or potential conflicts of interest exist, the contracting officer shall:

(a) Disqualify the offeror from award;

(b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of §2009.570-9.

**§2009.570-7 Conflicts identified after award.**

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, and the contracting officer determines that conflicts do exist and that it would not be in the best interest of the Government to terminate the contract, as provided in the clauses required by §2009.570-5, the contracting officer shall take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §2009.570-9, neutralize the effects of the identified conflict.

**§2009.570-8 Subcontracts.**

The contracting officer shall require offerors and contractors to submit a representation statement from all subcontractors (other than a supply subcontractor) and consultants performing services in excess of \$10,000 in accordance with §2009.570-4(b). The contracting officer shall require the contractor to include contract clauses in accordance with §2009.570-5 in consultant agreements or subcontracts involving performance of work under a prime contract.

**§2009.570-9 Waiver.**

(a) The contracting officer determines the need to seek a waiver for specific contract awards, with the advice and concurrence of the program office director and legal counsel. Upon the recommendation of the Procurement Executive, and after consultation with legal counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

(b) Waiver action is 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.

(3) Contractual and/or technical review and surveillance methods can be employed by the NRC to neutralize the conflict.

(c) For any waivers, the justification and approval documents must be placed in the NRC Public Document Room, 2120 L Street, NW. (Lower Level), Washington, DC.

**§2009.570-10 Remedies.**

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



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

*Alan L. Moss*  
Alan L. Moss  
Director

*Division of*  
Division of  
Wage Determinations

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

Wage Determination No.: 94-2103

Revision No.: 8

Date of Last Revision: 12/08/1995

State(s): Dist. of Col., Maryland, Virginia

Area: MARYLAND COUNTIES OF CALVERT, CHARLES, FREDERICK, MONTGOMERY,  
PRINCE GEORGE'S, ST MARY'S.  
VIRGINIA COUNTIES OF ALEXANDRIA, ARLINGTON, FAIRFAX, FALLS CHURCH,  
FAUQUIER, KING GEORGE, LOUDOUN, PRINCE WILLIAM, STAFFORD.

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

ADMINISTRATIVE SUPPORT AND CLERICAL:

01011 Accounting Clerk I	\$ 8.60
01012 Accounting Clerk II	\$ 10.20
01013 Accounting Clerk III	\$ 11.95
01014 Accounting Clerk IV	\$ 14.15
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.05
01090 Duplicating Machine Operator	\$ 10.05
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.48
01116 General Clerk II	\$ 8.55
01117 General Clerk III	\$ 10.05
01118 General Clerk IV	\$ 13.68
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 9.74
01132 Key Entry Operator II	\$ 10.88
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01220 Order Filler	\$ 12.76
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08
01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87

01400 Supply Technician	\$ 16.86
01420 Survey Worker(Interviewer)	\$ 13.22
01460 Switchboard Operator- Receptionist	\$ 10.25
01510 Test Examiner	\$ 13.22
01520 Test Proctor	\$ 13.22
01531 Travel Clerk I	\$ 7.95
01532 Travel Clerk II	\$ 8.60
01533 Travel Clerk III	\$ 9.26
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95

**AUTOMATIC DATA PROCESSING:**

03010 Computer Data Librarian	\$ 9.97
03041 Computer Operator I	\$ 10.23
03042 Computer Operator II	\$ 12.06
03043 Computer Operator III	\$ 14.62
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 17.79
03071 Computer Programmer I 1/	\$ 14.46
03072 Computer Programmer II 1/	\$ 16.97
03073 Computer Programmer III 1/	\$ 19.87
03074 Computer Programmer IV 1/	\$ 23.04
03101 Computer Systems Analyst I 1/	\$ 17.93
03102 Computer Systems Analyst II 1/	\$ 23.32
03103 Computer Systems Analyst III 1/	\$ 27.12
03160 Peripheral Equipment Operator	\$ 9.97

**AUTOMOTIVE SERVICE:**

05005 Automobile Body Repairer, Fiberglass	\$ 17.77
05010 Automotive Glass Installer	\$ 15.90
05040 Automotive Worker	\$ 15.90
05070 Electrician, Automotive	\$ 16.85
05100 Mobile Equipment Servicer	\$ 13.94
05130 Motor Equipment Metal Mechanic	\$ 17.77
05160 Motor Equipment Metal Worker	\$ 15.90
05190 Motor Vehicle Mechanic	\$ 17.77
05220 Motor Vehicle Mechanic Helper	\$ 12.94
05250 Motor Vehicle Upholstery Worker	\$ 14.95
05280 Motor Vehicle Wrecker	\$ 15.90
05310 Painter, Automotive	\$ 16.85
05340 Radiator Repair Specialist	\$ 15.90
05370 Tire Repairer	\$ 13.94
05400 Transmission Repair Specialist	\$ 17.77

**FOOD PREPARATION AND SERVICE:**

07010 Baker	\$ 11.35
07041 Cook I	\$ 9.95
07042 Cook II	\$ 11.35
07070 Dishwasher	\$ 7.16
07100 Food Service Worker (Cafeteria Worker)	\$ 7.16
07130 Meat Cutter	\$ 11.35
07250 Waiter/Waitress	\$ 7.81

**FURNITURE MAINTENANCE AND REPAIR:**

09010 Electrostatic Spray Painter	\$ 16.85
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 16.85
09100 Furniture Refinisher Helper	\$ 12.94
09110 Furniture Repairer, Minor	\$ 14.95
09130 Upholsterer	\$ 16.85

**GENERAL SERVICES AND SUPPORT:**

11030 Cleaner, Vehicles	\$ 7.16
11060 Elevator Operator	\$ 7.16
11090 Gardener	\$ 9.95
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.16
11180 Laborer	\$ 9.71
11210 Laborer, Grounds Maintenance	\$ 7.81
11240 Maid or Houseman	\$ 6.33
11270 Pest Controller	\$ 10.68
11300 Refuse Collector	\$ 7.16
11330 Tractor Operator	\$ 9.24
11360 Window Cleaner	\$ 7.81

**HEALTH:**

12010 Ambulance Driver	\$ 10.42
12040 Emergency Medical Technician	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.25
12073 Licensed Practical Nurse III	\$ 15.95
12100 Medical Assistant	\$ 8.48
12130 Medical Laboratory Technician	\$ 8.48
12160 Medical Record Clerk	\$ 8.48
12190 Medical Record Technician	\$ 11.75
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 10.57
12280 Phlebotomist	\$ 8.48
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.65
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83

**INFORMATION AND ARTS:**

13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96



13050 Library Technician	\$ 13.22
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60

**LAUNDRY, DRY CLEANING, PRESSING:**

15010 Assembler	\$ 5.99
15030 Counter Attendant	\$ 5.99
15040 Dry Cleaner	\$ 7.74
15070 Finisher, Flatwork, Machine	\$ 5.99
15090 Presser, Hand	\$ 5.99
15100 Presser, Machine, Dry Cleaning	\$ 5.99
15130 Presser, Machine, Shirts	\$ 5.99
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.99
15190 Sewing Machine Operator	\$ 8.37
15220 Tailor	\$ 8.98
15250 Washer, Machine	\$ 6.58

**MACHINE TOOL OPERATION AND REPAIR:**

19010 Machine-tool Operator (Toolroom)	\$ 16.85
19040 Tool and Die Maker	\$ 20.52

**MATERIALS HANDLING AND PACKING:**

21010 Fuel Distribution System Operator	\$ 14.80
21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01
21071 Forklift Operator	\$ 10.93
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 11.78
21130 Shipping Packer	\$ 10.54
21140 Store Worker I	\$ 8.61
21150 Stock Clerk ( Shelf Stocker; Store Worker II )	\$ 10.38
21210 Tools and Parts Attendant	\$ 12.73
21400 Warehouse Specialist	\$ 11.25

**MECHANICS AND MAINTENANCE AND REPAIR:**

23010 Aircraft Mechanic	\$ 17.77
23040 Aircraft Mechanic Helper	\$ 12.94
23060 Aircraft Servicer	\$ 14.95
23070 Aircraft Worker	\$ 15.90
23100 Appliance Mechanic	\$ 16.85
23120 Bicycle Repairer	\$ 13.94
23125 Cable Splicer	\$ 17.77
23130 Carpenter, Maintenance	\$ 16.85
23140 Carpet Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 17.93
23181 Electronics Technician, Maintenance I	\$ 13.94
23182 Electronics Technician, Maintenance II	\$ 17.79

23183 Electronics Technician, Maintenance III	\$ 20.20
23260 Fabric Worker	\$ 13.24
23290 Fire Alarm System Mechanic	\$ 17.77
23310 Fire Extinguisher Repairer	\$ 13.94
23340 Fuel Distribution System Mechanic	\$ 17.77
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 17.77
23430 Heavy Equipment Mechanic	\$ 17.77
23460 Instrument Mechanic	\$ 17.77
23500 Locksmith	\$ 16.85
23530 Machinery Maintenance Mechanic	\$ 18.45
23550 Machinist, Maintenance	\$ 18.61
23580 Maintenance Trades Helper	\$ 12.94
23640 Millwright	\$ 17.77
23700 Office Appliance Repairer	\$ 16.85
23740 Painter, Aircraft	\$ 16.85
23760 Painter, Maintenance	\$ 16.85
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 16.85
23820 Pneudraulic Systems Mechanic	\$ 17.77
23850 Rigger	\$ 17.77
23870 Scale Mechanic	\$ 15.90
23890 Sheet-metal Worker, Maintenance	\$ 17.77
23910 Small Engine Mechanic	\$ 15.90
23930 Telecommunications Mechanic I	\$ 17.77
23940 Telecommunications Mechanic II	\$ 18.71
23950 Telephone Lineman	\$ 17.77
23960 Welder, Combination, Maintenance	\$ 17.77
23965 Well Driller	\$ 17.77
23970 Woodcraft Worker	\$ 17.77
23980 Woodworker	\$ 14.80

**PERSONAL NEEDS:**

24570 Child Care Attendant	\$ 7.56
24600 Chore Aide	\$ 6.33
24630 Homemaker	\$ 10.48

**PLANT AND SYSTEM OPERATION:**

25010 Boiler Tender	\$ 17.77
25040 Sewage Plant Operator	\$ 16.85
25070 Stationary Engineer	\$ 17.77
25190 Ventilation Equipment Tender	\$ 12.94
25210 Water Treatment Plant Operator	\$ 16.85

**PROTECTIVE SERVICE:**

27004 Alarm Monitor	\$ 11.20
27010 Court Security Officer	\$ 15.48
27040 Detention Officer	\$ 15.48
27070 Firefighter	\$ 14.18
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 17.07

**TECHNICAL:**

29020 Archeological Technician	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 10.75
29062 Drafter II	\$ 13.46
29063 Drafter III	\$ 15.11
29064 Drafter IV	\$ 18.90
29070 Embalmer	\$ 18.40
29081 Engineering Technician I	\$ 11.55
29082 Engineering Technician II	\$ 13.40
29083 Engineering Technician III	\$ 16.10
29084 Engineering Technician IV	\$ 18.48
29085 Engineering Technician V	\$ 22.60
29086 Engineering Technician VI	\$ 27.35
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor (Pilot)	\$ 23.32
29150 Graphic Artist	\$ 17.93
29210 Laboratory Technician	\$ 14.62
29240 Mathematical Technician	\$ 18.48
29330 Mortician	\$ 18.40
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29620 Weather Observer, Senior 2/	\$ 17.02
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 14.62
29622 Weather Observer, Upper Air 2/	\$ 14.62

**TRANSPORTATION/MOBILE EQUIPMENT  
OPERATION:**

31030 Bus Driver	\$ 13.24
31100 Driver Messenger	\$ 9.67
31200 Heavy Equipment Operator	\$ 18.66
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
36364 Truckdriver, Tractor-Trailer	\$ 16.93

**MISCELLANEOUS:**

99005 Aircraft Quality Control Inspector	\$ 18.71
99020 Animal Caretaker	\$ 8.52
99030 Cashier	\$ 6.49
99040 Child Care Center Clerk	\$ 10.51
99050 Desk Clerk	\$ 9.42
99260 Instructor	\$ 18.40
99300 Lifeguard	\$ 6.87
99350 Park Attendant (Aide)	\$ 8.45



99400 Photofinishing Worker ( Photo Lab / Dark Room Technician )	\$ 7.56
99500 Recreation Specialist	\$ 15.35
99510 Recycling Worker	\$ 9.24
99610 Sales Clerk	\$ 6.73
99630 Sports Official	\$ 6.73
99658 Survey Party Chief	\$ 10.93
99659 Surveying Technician	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.35
99720 Vending Machine Attendant	\$ 9.24
99730 Vending Machine Repairer	\$ 11.35
99740 Vending Machine Repairer Helper	\$ 9.24

**\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\***

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per week or \$156.00 per month.

VACATION: Two 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 contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, 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.) (See 29 CFR 4.174)

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/ APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by

the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Titles and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by First Supplement December 1993, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
(Standard Form 1444 (SF 1444))**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the



commencement date of the contract. (See Section 4.6 (C)(vi))  
When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056  
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

## PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

## AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC)

31000001

ACH FORMAT:

☐ CCD+

☐ CTX

☐ CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

( 301 ) 415 - 7520

## PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

## FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

( )

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCK BOX NUMBER:

ACH FORMAT:

☐ CHECKING

☐ SAVINGS

☐ LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

( )