

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30**

2 CONTRACT NO. NRC-38-01-396  
 3 AWARD/EFFECTIVE DATE 08-29-2001  
 4 ORDER NO.  
 5 SOLICITATION NO. 84010045  
 6 SOLICITATION ISSUE DATE

7 FOR SOLICITATION INFORMATION CALL: a. NAME Yvette Brown  
 b. TELEPHONE NO. (No Collect Calls) 301-415-6507  
 8. OFFER DUE DATE/LOCAL TIME 3:00 p.m.

9 ISSUED BY U.S. Nuclear Regulatory Commission  
 Division of Contracts and Property Mgt.  
 Attn: Yvette Brown - Mail Stop T-7-I-2  
 Contract Management Branch 2  
 Washington DC 20555  
 CODE  
 10 THIS ACQUISITION IS UNRESTRICTED  
 X SET ASIDE: 100 % FOR  
 X SMALL BUSINESS  
 SMALL DISADV. BUSINESS  
 8(A)  
 NAICS: 541612  
 SIZE STANDARD: \$5 million  
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE N/A  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
 13b. RATING N/A  
 14. METHOD OF SOLICITATION  
 RFQ IFB X RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission  
 Office of Human Resources  
 ATTN: Henry Rubin  
 11555 Rockville Pike - Mail Stop O3E17A  
 Rockville MD 20852  
 CODE  
 16. ADMINISTERED BY  
 CODE

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE  
 Nuclear Placement Services, Inc.  
 ATTN: Jeff Boorboor, PE  
 P.C. Box 416  
 Voorhees NJ 08043  
 TELEPHONE NO 856-424-4433  
 18a. PAYMENT WILL BE MADE BY  
 U.S. Nuclear Regulatory Commission  
 Office of the Chief Financial Officer  
 Attn: GOV/COM Acctng. Section T-9H4  
 Washington DC 20555  
 CODE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
The contractor shall provide the services described herein for the search and recruitment of highly qualified individuals.  The NRC anticipates 3 to 5 searches within a 12-month period.					

25 ACCOUNTING AND APPROPRIATION DATA  
 JOB CODE: A8404 B&R No.: 1-8415-51205  
 BOC: 252A BOC: 31x0200 Obligation Amount: \$50,000.00  
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$50,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.  
 29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR  
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) THOMAS P. YIN & ST  
 30c. DATE SIGNED 8-29-01  
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon D. Stewart  
 31c. DATE SIGNED 8/28/01

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED  
 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE  
 32c. DATE  
 33. SHIP NUMBER PARTIAL FINAL  
 34. VOUCHER NUMBER  
 35. AMOUNT VERIFIED CORRECT FOR  
 36. PAYMENT COMPLETE PARTIAL FINAL  
 37. CHECK NUMBER  
 38. S/R ACCOUNT NUMBER  
 39. S/R VOUCHER NUMBER  
 40. PAID BY  
 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  
 41c. DATE  
 42a. RECEIVED BY (Print)  
 42b. RECEIVED AT (Location)  
 42c. DATE RECEIVED (YY/MM/DD)  
 42d. TOTAL CONTAINERS

TEMPLATE - ADM001

ADM02

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## SECTION B - CONTINUATION BLOCK

### B.1 STATEMENT OF WORK

The U.S. Nuclear Regulatory Commission (NRC) is an independent regulatory agency established to ensure that the civilian uses of nuclear materials are carried out with proper regard and provision for the protection of the public health and safety, and of the environment, the safeguarding of nuclear materials and facilities, and the safe transport and disposal of nuclear materials and wastes. NRC accomplishes its mission through the licensing of nuclear materials, the issuance of rules and regulations governing licensed activities, and inspection and enforcement actions. Because NRC has a mission that is very specialized, employees often have very highly specialized backgrounds in high-technology and nuclear-related fields. Such backgrounds demand focused, highly competitive recruitment.

#### B.1.1 SCOPE

Assist NRC to search and recruit for highly qualified individuals, particularly women and minorities, to fill hard-to-find positions.

Identify and furnish the names of outside candidates that are considered to be highly qualified for identified vacant positions and are willing to accept employment with NRC if an offer of employment is made. Consideration of all candidates without discrimination based on race, color, national origin, gender, religion, age, sexual orientation, or disability. Discuss the grade and salary ranges for the identified positions with the applicants. Final qualifications, grade, and salary determinations will be made by the NRC Project Officer for each individual candidate.

Brief candidates on prospective career opportunities and geographic locations.

#### B.1.2 CONTRACTOR QUALIFICATIONS

Highly technical search personnel placement group which has extensive experience in recruiting high-caliber, highly qualified individuals, including women and minorities, for high-technology positions such as reactor engineers, instrumentation and control engineers, reactor examiners, and health physicists.

#### B.1.3 RESPONSE TIME

Provide highly qualified personnel within 45 days of request, 95% of the time.

#### B.1.4 PLACEMENT OF ORDERS

Orders will be placed first by telephone or e-mail and followed immediately by a written job order by the Project Officer. All orders will include the following minimum information:

1. The position and level requested.
2. The agency contact person.
3. Specific work location.
4. Call Number for the order.

#### B.1.5 REQUIREMENTS AND SCOPE OF POSITIONS

Highly qualified professional candidates must meet the following requirements:

1. U.S. citizen.
2. Basic qualifications for each position to be filled.
3. Must be of a caliber to be rated as an "A" (highly qualified) candidate based on crediting plan submitted with each written job order.
4. Must not be a current employee of the contractor or the NRC.

Any individual not meeting all of the above qualifications will not be considered as a bona fide candidate.

Inform each eligible candidate of the requirements of NRC's conflict of interest and suitability regulations before the candidate is referred to NRC for further consideration. These include:

1. Financial Interests - The NRC conflict of interest policies may require employees occupying positions GG-13 and above to annually complete an employment/financial statement. This report is used to determine if the employee's personal financial interests conflict or appear to conflict with his/her official duties.
2. Gifts and Favors - Prospective employees should be aware that the accepting of gifts, favors, entertainment, or anything of monetary value from persons of organizations regulated by or seeking an official business relationship with NRC is not permitted.
3. Suitability Adjudication - Before or immediately after appointment, the selected candidate must be fingerprinted and complete certain security forms. NRC will use these forms to schedule a background investigation to determine the selected individual's suitability for Federal employment. Employees selected for certain sensitive positions are also subject to random testing for illegal drug use. If, as a result of the investigation, the selected individual is found to be unsuitable, employment may be terminated.

Attached are sample vacancy announcements for typical positions that may be filled. These include the required qualifications, application requirements, and selection criteria.

A complete application package must include a resume and addressed rating factors.

### **B.1.6 SELECTION OF CANDIDATE**

The final qualifications of any candidate referred to NRC for the desired positions will be evaluated and approved by the designated selection official.

### **B.1.7 SURVEILLANCE PLAN**

NRC will pay the contractor for the selected candidate only after the candidate's entry on duty. The rate of payment for services rendered will be 20% of each hired candidate's base annual salary when provided within 45 days of NRC's request. If the candidate is proposed in 46+ days, the rate of payment will be paid at 18% of each hired candidate's base annual salary. The base annual salary is determined by NRC's Management Directive 10.41, Exhibit 1, effective January 2001 (Attachment 3). NRC will not pay for recruitment efforts that do not result in the candidate's entry on duty. NRC reserves the right to continue its own recruitment efforts. If the contractor submits a qualified candidate who already has an application for the desired positions on file with NRC, that candidate shall not count toward the contract.

Payment will be made 30 days after placement on board of candidate. If candidate leaves agency within 45 days of placement, the next placement will be provided at no fee.

### **B.1.8 PERFORMANCE INCENTIVE**

The rate of payment for services rendered within 30 days will be 22% of each hired candidate's base annual salary.

### **B.1.9 LIMITATIONS AND PROHIBITIONS**

The contractor shall not require or accept any form of payment from the candidate for this service.

The contractor is prohibited from providing potential candidates the crediting plan.

### **B.1.10 VETERANS PREFERENCE**

Veterans who are preference eligibles or who have been separated from the armed forces under honorable conditions after 3 years or more of continuous active service may receive preference over non veterans for employment consideration.

## SECTION C - CONTRACT CLAUSES

### C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

### C.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2001)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

### **C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

52.219-6

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

JUL 1996

### **C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

- (ii) Alternate I to 52.219-5.
- (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)-

(28)(i) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

### **C.5 52.216-18 ORDERING (OCT 1995)**

(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 August 29, 2001 through August 28, 2002.

(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.

### **C.6 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 3 requests in a 12 month period, 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 5 requests;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (b)(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 10 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.

### **C.7 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 August 28, 2002.

### **C.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 date of expiration.

### **C.9 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)**

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

### **C.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

### **C.11 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS**

The total ceiling and obligated amount for the base period (August 29, 2001 through August 28, 2002) is \$50,000.00. The Contracting Officer may increase the ceiling amount and obligated amounts of this contract by issuance of a modification to this contract.

The total ceiling amount for the first one-year option (August 29, 2002 through August 28, 2003) is \$50,000.00.

The total amount currently obligated by the Government with respect to this contract is \$50,000.00.

### **C.12 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from August 29, 2001 through August 28, 2002. The term of this contract may be extended at the option of the Government for one additional 1-year option period.

### **C.13 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

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

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**C.14 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 1**

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

Name: Henry Rubin  
Address: U.S. Nuclear Regulatory Commission  
Office of Human Resources  
Mail Stop O- 3 E 17A  
Washington, DC 20555  
Telephone Number: 301-415-1374

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (5) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

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

**C.15 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

<u>TITLE</u>	<u>ATTACHMENT NO.</u>
Electronic Funds Transfer Addenda Sample & ACH Vendor/Miscellaneous Payment Enrollment Form	1
Billing Instructions for Fixed Price Contracts	2
2001 General Schedule	3

# ELECTRONIC FUNDS TRANSFER

## ADDENDA SAMPLES

Remember...ACH addenda records can be up to 94 characters long. The first 3 positions are "705". The next 80 position are available to provide information about the payment. The last 11 positions are reserved for the special addendum sequence number (4 positions) and the entry detail sequence number (7 positions). Below are sample addenda records that you will receive:

### Sample 1 LATE INVOICE PAYMENT with Prompt Pay Interest Penalty Notice

**705RMT\*IV\*01234\*\*\*\*\*Includes Interest of \$25.00 at 12% for 6 days\00019876543**

where,        \***RMT**\* is ANSI Segment Identifier Code for Remittance Advice  
                   \*\*\* separates the data elements; multiple \*\*\* indicate intermediate data elements not used in the segment  
                   \***IV**\* is ANSI Reference Number Qualifier Code for Seller's Invoice Number  
                   \*01234\* (Reference Number) represents the seller invoice number  
                   \*Includes Interest of ...\* (Description) clarifies the related data elements and their content  
                   ^\* terminates the segment

### Sample 2 UTILITY PAYMENT

**705RMT\*CR\*9999.999999\00019876544**

where,        \***CR**\* is ANSI Reference Number Qualifier Code for Customer Reference Number  
                   \*9999.999999\* represents the customer reference number

### Sample 3 CONTRACT PAYMENT

**705RMT\*CT\*7890987\00019876545**

where,        \***CT**\* is ANSI Reference Number Qualifier Code for Contract Number  
                   \*7890987\* represents the contract number

### Sample 4 LOCKBOX PAYMENT

**705RMT\*IV\*12345\REF\*LB\*269\00019876546**

where,        \*12345\* represents the invoice number  
                   \***REF**\* is ANSI Segment Identifier Code for Reference Numbers  
                   \***LB**\* is ANSI Reference Number Qualifier Code for Lockbox  
                   \*269\* represents the lockbox number

### Sample 5 INVOICE PAYMENT (DATED)

**705RMT\*IV\*43265\DTM\*003\*891227\00019876547**

where,        \*43265\* represents the invoice number  
                   \***DTM**\* is ANSI Segment Identifier Code for Date/Time Reference  
                   \*003\* is ANSI Date/Time Qualifier Code for Invoice  
                   \*891227\* (Date) represents the invoice date, formatted \*YYMMDD\*

# 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:

( )

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

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.

Exhibit 1

**SALARY TABLE 2001-GG**  
**2001 GENERAL SCHEDULE**  
**INCORPORATING A 2.70% GENERAL INCREASE**  
**Effective January 2001**

*Annual Rates by Grade and Step*

	1	2	3	4	5	6	7	8	9	10	Within-Grade Increase Amounts
GG-1	\$14,244	\$14,719	\$15,193	\$15,664	\$16,139	\$16,418	\$16,884	\$17,358	\$17,375	\$17,819	VARIES
2	\$16,015	\$16,395	\$16,926	\$17,375	\$17,571	\$18,088	\$18,605	\$19,122	\$19,639	\$20,156	VARIES
3	\$17,474	\$18,058	\$18,638	\$19,220	\$19,802	\$20,384	\$20,966	\$21,548	\$22,130	\$22,712	\$582
4	\$19,616	\$20,270	\$20,924	\$21,578	\$22,232	\$22,886	\$23,540	\$24,194	\$24,848	\$25,502	\$654
5	\$21,947	\$22,679	\$23,411	\$24,143	\$24,875	\$25,607	\$26,339	\$27,071	\$27,803	\$28,535	\$732
6	\$24,483	\$25,278	\$26,093	\$26,908	\$27,723	\$28,538	\$29,353	\$30,168	\$30,983	\$31,798	\$815
7	\$27,185	\$28,091	\$28,997	\$29,903	\$30,809	\$31,715	\$32,621	\$33,527	\$34,433	\$35,339	\$906
8	\$30,107	\$31,111	\$32,115	\$33,119	\$34,123	\$35,127	\$36,131	\$37,135	\$38,139	\$39,143	\$1,004
9	\$33,254	\$34,362	\$35,470	\$36,578	\$37,686	\$38,794	\$39,902	\$41,010	\$42,118	\$43,226	\$1,108
10	\$36,621	\$37,842	\$39,063	\$40,284	\$41,505	\$42,726	\$43,947	\$45,168	\$46,389	\$47,610	\$1,221
11	\$40,236	\$41,577	\$42,918	\$44,259	\$45,600	\$46,941	\$48,282	\$49,623	\$50,964	\$52,305	\$1,341
12	\$48,223	\$49,830	\$51,437	\$53,044	\$54,651	\$56,258	\$57,865	\$59,472	\$61,079	\$62,686	\$1,607
13	\$57,345	\$59,257	\$61,169	\$63,081	\$64,993	\$66,905	\$68,817	\$70,729	\$72,641	\$74,553	\$1,912
14	\$67,765	\$70,024	\$72,283	\$74,542	\$76,801	\$79,060	\$81,319	\$83,578	\$85,837	\$88,096	\$2,259
15	\$79,710	\$82,367	\$85,024	\$87,681	\$90,338	\$92,995	\$95,652	\$98,309	\$100,966	\$103,623	\$2,657

These rates are basic pay for most GG employees who are not on special salary schedules. Refer to Exhibits A through Q for applicable locality rates.