

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
1	SF3881, Payment Information Form ACH Vendor Payment System
2	Sample of Daily Checklist
3	Sample of Monthly & Exercise Checklist
4	NRC OC Software List
5	NRC OC Equipment List
6	U.S. Department of Labor Wage Determination
7	Billing Instructions for Cost Reimbursements type Contracts
8	NRC Form 187
9	DD FORM 441S CERTIFICATE PERTAINING TO FOREIGN INTERESTS
10	INSTRUCTIONS FOR COMPLETING OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS
11	FORMAT FOR LISTING OFFICERS AND DIRECTORS WITH INSTRUCTIONS
12	PART I PERSONNEL SECURITY/Classification Requirements
13	EXHIBIT 11 - Due Process Procedures
14	SPARE PARTS
15	MAINTENANCE PARTS
16	Contractor Spending Plan -Instructions
17	2052-204-70 Security
18	Site Access Badge Requirement
19	Security Requirements For Information Technology Services
20	Site Access Badge Procedures

B/1

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:

()

LINE-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:

()

Attachment 2

Sample of Daily Checklist

		DAILY OCIMS STATUS CHECK TODAY'S DATE: _____	<i>Results + Notes</i>
Start of Business	1	HOO Subsystem: Check Headquarters Ops Officer Systems power & facilities Voice PBX, Bridge and Recorder Workstations / Event DB / Print / FAX	OK
	2	Data Subsystem: Network Management Station - Check Network Connections - Novell File / Print Servers RCS Node: Log in to Exercise or Practice Display Server - Preview files Async Comm Server - Check modem status Email- Check Server Connections	OK
During the Day	3	Operations Center: Check team areas to ensure that OCIMS equipment is operational (phones, displays, workstations, etc.) Check Equipment Room Status Check ET Teleconference System Operability	OK
	4	Video Subsystem: Check Team Area Displays Check Tuner Feeds - Satellite, Montgomery Cable and Broadband (NRC News)	OK
Before Leaving	5	Data Subsystem: Network Management Station - Check Network Connections and File Server Novell Status Check OCIMS System Save Tape	OK
	6	All TEAM Areas: Power down User Workstations / Printers -Check Paper Supply Video Display Wall Monitors Team Area Electronic Easels-Check Paper Supply	OK

Attachment 3

Sample of Monthly & Exercise Checklist

	MONTHLY OCIMS STATUS CHECK	RESULTS
EQUIPMENT ROOMS	Today's Date:	
1.	5th Floor Equipment Room 5B23: Operations Center 30kVA UPS Status Panel	OK
2.	5th Floor OCIMS Computer Room: OCIMS 10 kVA UPS Status Panel Dell File Server(s) Operational Cubix Async Comm Server / Modems microVAX ERDS Operational ERDS Modems	OK
3.	Telecom Equipment Room: Check Phone PBX Power Rack PBX Console Messages / Status Panel Confertech Console / Status Lights Bell Atlantic Smart Box Status Lights FTS2000 CSU Status Lights	OK
4.	Display Equipment Room: Synoptics Concentrator Status Lights Cubix Display Server Status Lights Video Distribution System Racks Status Lights	OK
5.	Display Access Room: Power Distribution Unit Status Panel Transient Voltage Surge Suppressor Status GE NRCP-1 Circuit Breakers Check Phone	OK
HOO	Today's Date:	
1.	Phone Subsystem: Check with Duty Officer: Voice PBX, Phones, & Bridge HOO Digital Recorders Scratch Recorders	OK

	MONTHLY OCIMS STATUS CHECK	RESULTS
2.	Display Subsystem: Set / Master Clock Time Check Desk & Wall Clocks Surveillance Display / Camera	OK
3.	HOO Subsystem: Check HOO Workstations Database HOO Printer and FAX Test	OK
REMOTE HOO	Today's Date: HOO Assistance Operations Officer's Name: _____	
1.	Telephone Subsystem: Check 3 Phones & Bridge Console All Operational	OK
2.	HOO Subsystem: Check HOO system	OK
3.	Deliver OCIMS Monthly System Save Tape Tape Label:	OK
ET Rooms	Today's Date:	
1.	Data Subsystem: ET03 Workstation: Log-in to Practice or Exercise Set/Check ET Emergency Class Display ET02 Workstation: Create Chronology Test Doc Display Preview - View Test Doc Perform Broadcast Print Check Printer Output	OK
2.	Display Subsystem: Power Up Display Monitors Check Site Time Wall & Desk Clocks Check Overhead (Podium) Light At lectern and VSO Control Panels: Display copy from Document Station(s) View Chronology Test Document Check ET Room Camera / Adjust View Live video feeds Adjust Barco Speaker Volume Check VCR	OK

	MONTHLY OCIMS STATUS CHECK	RESULTS
3.	Phone System / ET Brief: Check Podium and Table Microphones Audio Monitors - adjust speaker volume Check Teleconference Control Panels (ET, ET Secretary, Status Officer) Check Teleconference System (refer to procedures) Check Phones (dial-tone / ET Brief-1234)	OK
Ready Room	Today's Date:	
	Check Phones (dial-tone / ET Brief-1234) Power Up Display Monitor - View Test Doc / video feeds Check Electronic Easel Operation / Paper Check Site Time Check Emergency Class Display	OK
SGT	Today's Date:	
1.	Phone Subsystem: Check Phones (dial-tone / ET Brief-1234) Audio Monitors - Adjust Speaker Volume	OK
2.	Display Subsystem: Power Up Display Monitor - View Test Doc and video feeds Check / Adjust Display Speaker Volume Check Site Time Check Emergency Class Display	OK
3.	Data Subsystem: Check Printer Output & Paper Supply SGT01 Workstation: Log-in Practice or Exercise	OK
OST	Today's Date:	
1.	Phone Subsystem: Check Phones (dial-tone / ET Brief-1234)	OK
2.	Display Subsystem: Power Up Display Monitor - View Test Doc and video feeds Check/Adjust Display Speaker Volume Check Site Time Clock Check Emerg Class Display	OK

	MONTHLY OCIMS STATUS CHECK	RESULTS
3.	Data Subsystem: Check Printer Output & Paper Supply OST-03 Workstation: Log-in Practice or Exercise Check E-Mail	OK
Liaison	Today's Date:	
1.	Phone Subsystem: Check Phones (dial-tone / ET Brief-1234)	OK
2.	Display Subsystem: Power Up Display Monitors - View Test Doc and video feeds Check Adjust Display Speaker Volume Check Site Time Clock Check Emergency Class Display	OK
3.	Data Subsystem: Check Printer Output & Paper Supply ET05 Workstation: Log-in Practice or Exercise/Drill Create PR and Print	OK
PMT	Today's Date:	
1.	Phone Subsystem: Check Phones (dial-tone / ET Brief-1234) Check Conference Phone Audio Monitors - Adjust Speaker Volume	OK
2.	Display Subsystem: Power Up Display Monitors - View Test Doc and video feeds Check Adjust Display Speaker Volume Check Site Time Check Emergency Class Display Check Electronic Easel Operation / Paper	OK
3.	Data Subsystem: Check Printer Output & Paper Supply PMT01: Log-in Practice or Exercise Check Netscape Weather PMT02: Check Rascal PMT06: Check ERDS Check Color Printer - Paper Supply	OK

	MONTHLY OCIMS STATUS CHECK	RESULTS
RST	Today's Date:	
1.	Phone Subsystem: Check Phones (dial-tone / ET Brief-1234) Check Conference Phone Audio Monitors - Adjust Speaker Volume	OK
2.	Display Subsystem: Power Up Display Monitors - View Test Doc and video feeds Check Display Speaker - Adjust Volume Check Site Time Check Emergency Class Display Check Electronic Easel Operation / Paper	OK
3.	Data Subsystem: Check Printer Output & Paper Supply RST01 Workstation: Log-in Practice or Exercise Check GDP Functionality RST01A Workstation: Check Plant Status Board and Print to the Color Printer RST04 Workstation: check ERDS and A/B Switch Print to RST printer	OK
News Center (NRC Auditorium)	Today's Date:	
1	News Center Workstation (OPA1): Check PC and Printer: Log on and check GroupWise Print to printer Check Fax machine Check Telephones Check Paper Supplies	OK

Attachment 4
NRC Operations Center Software List
February 3, 2000

Accusoft Leadtools
Adobe Acrobat Reader
ArcInfo
ArcView
Binary Research Ghost
BORLAND C++ Builder
Cheyenne ArcServe for Netware
Cheyenne ArcServe for Windows NT
Corel Office Suite 8
Data Direct Connect ODBC 3.11 for Windows 9x/NT
Delrina Winfax
Digital Products NS Doctor for Windows
Dynamic Instruments 939/EMO
Dynamic Instruments Courier
Executive Soft Diskkeeper Light
Hewlett-Packard Jet Admin
Hewlett-Packard LaserJet3100 JetSuite
HIJAAK Pro for Windows
MapExpert
Microsoft DOS 6.22
Microsoft Office 95
Microsoft Office 97
Microsoft Windows 95
Microsoft Windows NT Server 4 and NT Workstation 4
Microsoft Visual Basic
Microsoft Visual C++
Netscape Communicator
Norman Virus Control for NT and WIN95
Novell GroupWise
Novell Managewise 2.5
Novell NetConnect 2
Novell NetWare 4.11 and Z.E.N Client
Novell Netware Software Development Kit
Novell WIN2NCS
Pkware WINZIP
SoftQuad Hot Metal
Sybase Adaptive Server 11.9.2
Sybase Replication Server 11.5.1
TextBridge Pro 98
Specialized NRC response software:

Aloha

AMX Access

Cameo

CINDY

Dialogic Communications Corporation Automatic Notification System (The Communicator)

Display Server Control Program

Marplot

Micro shield

RASCAL

Response Computer System (RCS)

Attachment 5
NRC OC Equipment List 3/8/00 pm

Page 1 of 3

This equipment list provides a summary of the equipment currently being supported at NRC's Headquarters Operations Center. The equipment falls into one of four distinct subsystems, either, data, display, voice and HOO. Therefore, the information is presented categorically by subsystem.

Note: Any quantity that contains a leading asterisk is an estimate.

DATA Subsystem:

HUB:

(1) Synoptics 3000SR Premises Concentrator with:

- (1) Synoptics 3100R Summing Module
- (2) Synoptics 3002 Power Supplies
- (2) Synoptics 3313A-04 Ethernet NMM
- (4) Synoptics 3308A 12-port 10BaseT Host
- (1) Synoptics 3328 Ethernet Switch Engine
- (4) Nortel Baystack 450-24T Switch
- (2) Bay Network 810m

File Servers:

- (2) Dell PowerEdge 2300
- (2) Cubix System 1000

Workstations:

- (28) Dynex P54C**
- (5) Sylvest P200**
- (1) tt0 Workstation**
- (1) Tri-Cor Workstation**
- (3) NEC PowerMate P-120**

Notebook Computers:

- (15) Micron Millenia Transport**
- (1) Micron Millenia Transport Docking Station**

Computer Monitors:

- (14) Sony MultiScan 15sf**
- (13) NEC MultiSync XV15**
- (10) NEC MultiSync XV15+**
- (1) ViewSonic 7**
- (1) ViewSonic PS790**
- (1) Mitsubishi Diamond Scan**
- (2) ViewSonic 15EX**
- (1) Compaq P50**
- (5) Dell Monitor**
- (2) Zenith Monitor**

- (1) Spectrum 7VlrA**
- (3) elo Touchsystem**
- (1) Digital VT320**

Printers:

- (5) Hewlett-Packard LaserJet Series 4 w/ JETXPrint 1000 E/S Network Board
- (2) Hewlett-Packard LaserJet 4si w/ JETXPrint 1000 E/S Network Board
- (1) Hewlett-Packard DeskJet 1600CM W/ JetDirect Network Board
- (1) Canon BJC50 Color Bubble Jet Printer

Modems:

- (8) USRobotics Sportster 14400 Internal
- (4) USRobotics Sportster 14400 External
- (8) USRobotics Sportster 28800/33.4 External
- (16) Motorola Montana 28.8/33.6 PCMCIA Fax/Modem

Faxes:

- (2) Canon CL775
- (2) NEC/NEFAX 461**
- (16) Motorola Montana 28.8/33.6 PCMCIA Fax/Modem

Other Processors:

- (8) Cubix QL4000 (Display Server 1-8)
- (6) Cubix BC4035a (Display Server 9-14)

DISPLAY Subsystem:

- (1) Powermax Racmax AC surge Protector
- (2) AMX ACCESS Control System w/ (3) AMX Touch and (11) Numeric controllers
- (4) AutoPatch Distribution Matrix Control Units
- (2) IRP Professional Sound Products
- (4) 232-STA Agile Stereo TV Tuner Demodulator
- (1) Sony ST-92TV Tuner w/ remote control unit
- (1) HTS System 70 Satellite Tuner w/ rooftop satellite dish
- (1) RCS Direct TV Satellite Receiver w/ rooftop satellite dish (GFE)
- (5) Inline 1422 Scan Doublers
- (3) Inline 1240 Interfaces
- (1) Inline 1222 Interface
- (7) Barco RetroGraphic 801 Monitors w/ remote control unit
- (11) EDL 6127 Monitors
- (2) EDL 6115 Monitors
- (1) Nokia Monitor
- (1) Mitsubishi Diamond Scan
- (8) LaBelle Electronic Signs w/remote control keypad
- (1) Remote Door Control
- (2) Document Stations
- (1) Hitachi HV-10CA Camera

- (1) Mitsubishi HSU-430 VHS
- (1) Mitsubishi HS-U69 VHS
- (1) Hitachi VK-M66 Surveillance Camera w/ Hitachi Monitor
- (5) Quartet Ovonics 3000 Electronic Easels
- (1) Lavalier Microphone
- (5) Audio-Technical 851A Tabletop Microphones
- (1) LightSpeed BP-200 Wireless microphone
- *(6) PCI Audio Monitors
- *(17) Inline 2100 Interfaces
- *(13) Anchor AN-100 Speakers
- *(12) ESE Clocks
- *(4) Extron Interface Units

VOICE Subsystem:

- (19) Plantronic Headsets
- (2) Polycom Speaker Phones
- (4) Fujitsu 9600 telephone Systems, including all related cards, stations and common equipment, PBX power supplies and uninterruptable power supplies, Dynametric TRI-804 modules, and PC-107 speakerphone modules
- (1) ConferTech Allegro Teleconferencing System with Three (3) Operator Workstations

HOO Subsystem:

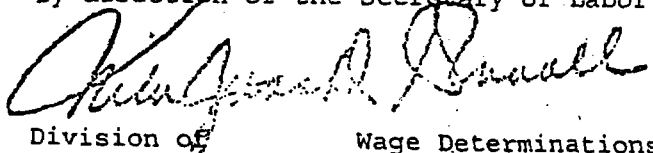
- (2) Dynamic Instruments DI-939/E Recorders
- (1) Compaq 800 File Server
- (2) Dell PowerEdge 2300 File Servers
- (2) Compaq Presario 4770 PCs
- (1) Dynex P54C
- (3) Dell Workstation
- (1) Micron Millenia Transport Xpe
- (2) Micron Millenia Transport Xpe Docking Station
- (3) Compaq 1725
- (1) Hewlett-Packard LaserJet Series 4 w/ JETXPrint 1000 E/S Network Board
- (1) Canon BJC50 Color Bubble Jet Printer
- (3) Compaq NetIntelligent 56kbps Internal
- (2) Hewlett-Packard LaserJet 3100 (scanner/fax machine)
- (1) Motorola Montana 28.8/33.6 PCMCIA Fax/Modem
- (1) Magnasync Playback Machine
- (8) HOO Tape Recorders

General Equipment (not associated with a specific subsystem):

- (1) 10 KVA General Power U10000 UPS
- (1) 30 KVA IPM UPS

****This is Government Furnished Property (GFP) that will be maintained by the Government (refer to Section 2.2.2 Remedial Maintenance for contractor's responsibilities).**

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



Division of Wage Determinations

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

Wage Determination No.: 94-2104

Revision No.: 13

Date of Last Revision: 06/28/1999.

State(s): District of Columbia, Maryland, Virginia

Areas: Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery,
Prince George's, St Mary's
Virginia COUNTIES OF Arlington, Fairfax, Fauquier, King George,
Loudoun, Prince William, Stafford, Alexandria, Falls Church

** 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 Occupations:

01011 Accounting Clerk I	\$ 9.82
01012 Accounting Clerk II	\$ 11.48
01013 Accounting Clerk III	\$ 13.57
01014 Accounting Clerk IV	\$ 15.82
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.91
01070 Messenger (Courier)	\$ 8.99
01090 Duplicating Machine Operator	\$ 10.91
01110 Film/Tape Librarian	\$ 13.18
01115 General Clerk I	\$ 8.99
01116 General Clerk II	\$ 10.55
01117 General Clerk III	\$ 11.79
01118 General Clerk IV	\$ 16.46
01120 Housing Referral Assistant	\$ 16.62
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01261 Personnel Assistant (Employment) I	\$ 11.10
01262 Personnel Assistant (Employment) II	\$ 12.12
01263 Personnel Assistant (Employment) III	\$ 13.97
01264 Personnel Assistant (Employment) IV	\$ 16.66
01270 Production Control Clerk	\$ 15.75
01290 Rental Clerk	\$ 13.55
01300 Scheduler, Maintenance	\$ 13.55
01311 Secretary	\$ 13.55
01312 Secretary II	\$ 14.83
01313 Secretary III	\$ 16.63
01314 Secretary IV	\$ 18.91
01315 Secretary	\$ 21.27
01320 Service Order Dispatcher	\$ 12.08
01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87
01400 Supply Technician	\$ 18.91
01420 Survey Worker (Interviewer)	\$ 13.22
01460 Switchboard Operator-Receptionist	\$ 10.28
01510 Test Examiner	\$ 14.83

01520 Test Proctor	\$ 14.83
01531 Travel Clerk I	\$ 8.76
01532 Travel Clerk II	\$ 9.41
01533 Travel Clerk III	\$ 10.41
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 10.20
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/	\$ 16.50
03072 Computer Programmer II 1/	\$ 19.36
03073 Computer Programmer III 1/	\$ 22.67
03074 Computer Programmer IV 1/	\$ 26.29
03101 Computer Systems Analyst I 1/	\$ 20.62
03102 Computer Systems Analyst II 1/	\$ 26.32
03103 Computer Systems Analyst III 1/	\$ 27.62
03160 Peripheral Equipment Operator	\$ 11.47

Automotive Service Occupations:

05005 Automobile Body Repairer Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05220 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05280 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39

Food Preparation and Service Occupations:

07010 Baker	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 9.31
07100 Food Service Worker Cafeteria Worker	\$ 7.91
07130 Meat Cutter	\$ 13.19
07250 Waiter/Waitress	\$ 7.89

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44
09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44

General Service and Support Occupations:

*Attach copies of applicable by-laws or articles of incorporation which describe the affected position(s). However, if you have already provided such copies to the Cognizant Security Agency Industrial Security Representative, so state.

Question #4: Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization? If yes:

*Identify the foreign person(s) by name, title, citizenship, and all details concerning the control or influence.

Note: If any foreign person(s) have such power, this question shall be answered in the affirmative even if such power has not been exercised, and whether or not it is exercisable through ownership of your facility's securities, if such power may be invoked by contractual arrangements or by other means.

Question #5: Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)? If yes:

*For each instance, provide the name of the foreign person, country, percentage of gross income derived, and nature of involvement, including:

*whether defense/nuclear related or not

*involvement with classified or export controlled technology

*compliance with export control requirements

* Where the organization has a large number of involvements and where these involvements are not defense/nuclear related and represent a small percentage of gross income, the explanation can be a generalized statement addressing the totals by country.

NOTE: We do not expect and will not require the contractor to ask every customer if he/she falls within the NISPOM definition of a foreign person. We will ask the contractor to provide ongoing security education to those individuals who negotiate and/or administer such agreements regarding their responsibilities to report agreements with a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question to "the best of his/her knowledge" or "through his/her best efforts".

Question #6: Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)? If yes:

*Provide your overall debt-to-equity ratio (in percentage)

*With respect to indebtedness or liability to a foreign person, indicate to whom indebted or liable, what collateral has been furnished or pledged, and any conditions or covenants of the

loan

agreement. If stock or assets have been furnished or pledged as collateral, provide a copy of the loan agreement or pertinent extracts thereof (to include procedures to be followed in the event of default).

*If any debentures are convertible, provide specifics.

*If loan payments are in default, provide details.

* This question should be answered in the affirmative if the debt is with a U.S. entity that is owned or controlled either directly or indirectly by a foreign person. If unknown, so state.

Note: As stated above, we do not expect and will not require the contractor to ask every lender if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle lending arrangements regarding their responsibilities to report any such arrangements with a foreign person lender, to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #7: During your last fiscal year, did your organization derive:

- a. 5% or more of its total revenues or net income from any single foreign person?
- b. in the aggregate 30% or more of its revenues or net income from foreign persons?

If yes to either part of the question:

*Provide overall percentage of income derived from foreign sources by country, nature of involvement, and type of services or products.

*Indicate if any single foreign source represents in excess of 5% of total revenues or net income.

*Indicate whether any classified information is involved.

*State whether facility is in compliance with applicable export control requirements.

Note: As previously stated, we do not expect and will not require the contractor to ask every customer if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle information about company revenues regarding their responsibility to report revenues derived from a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #8: Is 10% or more of your organization's securities held in "nominee shares," in "street names" or in some other method which does not disclose the beneficial owner?
If yes:

*Identify each foreign institutional investor holding 10% or more of the voting stock by name and address and the percentage of stock held.

*Indicate whether any investor has attempted to, or has exerted any control or influence over appointments to management positions or influenced the policies of the organization.

Question #9: Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)? If yes:

*Provide the name, title, citizenship, immigration status and clearance or exclusion status on all such persons.

*Identify, by name and address, each foreign organization with which such persons serve and indicate the capacity in which they are serving.

* Include a Statement of Full Disclosure of Foreign Affiliations for every cleared individual who is a representative of a foreign interest.

Note: We expect the contractor to be able to answer this question fully for those individuals holding such positions with his/her foreign subsidiaries and any foreign interests. However, we do not expect and will not require the contractor to ask every individual to ascertain if he/she is serving as a director, officer or manager of a foreign person. We will ask the contractor to provide ongoing security education to all key management personnel of their responsibilities to report serving as an interlocking director or in any other type of positions with a foreign person to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #10: Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management or your organization? If yes:

*Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.

DEFINITIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS

Affiliate - Any entity effectively owned or controlled by another entity.

Beneficial Owner - The true owner of a security who may, for convenience, be recorded under the name of a nominee. Such ownership entitles the owner to the power to vote or direct the voting of a security or to impose or direct the disposition of a security.

Bond - A certificate which is evidence of a debt in which the issuer promises to repay a specified amount of money to the bondholder, plus a certain amount of interest, within a fixed period of time.

Convertible Debentures - Bonds which the holder can exchange for shares of voting stock.

Covenant - A detailed clause in a lending agreement designed to protect the lender.

Debenture - A general debt unsecured by a pledge of any specific piece of property. Like any other general creditor claims, a debenture is secured by any property not otherwise pledged.

Debt-to-Equity Ratio - Total liabilities divided by total shareholders' equity (total assets minus total liabilities of a corporation; also called stockholders' equity, equity, and net worth). This shows to what extent owners' equity can cushion creditors' claims in the event of liquidation.

Equity Security - an ownership interest in a company, most often taking the form of corporate stock.

Foreign Interest - Any foreign government, agency of a foreign government, or representative of a foreign government; any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the U.S. or its possessions and trust territories, and any person who is not a citizen or national of the United States.

Foreign Person - Any foreign interest and any US person effectively owned or controlled by a foreign interest.

Guarantor - One who makes the guaranty (an agreement or promise to answer for the debt, default or miscarriage of another)

Immigration Status - Legal basis for a non-US citizen's residence in the United States (e.g., work visa, admission for permanent residence). Note: Immigration and Naturalization Service Form 1-9 is an excellent source for this information.

Joint Venture - A partnership or cooperative agreement between two or more persons or firms, usually restricted to a single specific undertaking. Normally the undertaking is of short duration, such as for the design and construction of a dam.

Liability - Claim on the assets of a company or individual.

Licensing Agreement - A permit granted by one business to another which permits duplication of processes and production of similar items.

Management Positions - for the purposes of the questions on this form, management positions shall include owners, officers, directors, partners, regents, trustees, senior management officials, other executive personnel and the facility security officer.

Nominee Share - A share of stock or registered bond certificate which has been registered in a name other than the actual owner.

Proxy - One who acts for another. Also, the document by which such a representative is authorized to act.

Representative of a Foreign Interest (RFI) - A citizen or national of the U.S., who is acting as a representative of a foreign interest (see Foreign Interest)

S.E.C. Schedule 13D - This schedule discloses beneficial ownership of certain registered equity securities. Any person or group of persons who acquire a beneficial ownership of more than 5 percent of a class of registered equity securities of certain issuers must file a Schedule 13D reporting such acquisition with certain other information.

S.E.C. Schedule 13G - This schedule is a much abbreviated version of Schedule 13D that is only available for use by a limited category of "persons" (such as banks, broker/dealers, and insurance companies) and even then only when the securities were acquired in the ordinary course of business and not with the purpose or effect of changing or influencing the control of the issuer.

Sales Agreement - An agreement between two parties for the sale of goods or services on a continuing basis.

Stock Option - An option is the right to buy or sell at some point in the future.

Street Name - The common practice of registering publicly traded securities in the name of one or more brokerage firms.

Subordinated Debenture - A bond having a claim on assets only after the senior debt has been paid off in the event of liquidation.

Surety - One who is immediately liable for the debt of another if that other person or entity fails to pay.

Total Capital Commitment - The sum of money and other property an enterprise uses in transacting its business.

US Person - Any form of business enterprise or entity organized, chartered or incorporated under the laws of the United States or its possessions and trust territories and any person who

is a citizen or national of the United States.

(MARCH 1996)
Page 1 of 10

BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. 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

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice 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
11555 Rockville Pike - Mail Room
Rockville, MD 20852

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

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 SF 26 or Block 25 of SF 33, whichever is applicable.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS -
(Page 2 of 10)

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see **Attachment 1**). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (n) of the attached instructions.

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on

methodology, approach, acceptance criteria, regulatory position,

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS -
(Page 3 of 10)

or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices 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; 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.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts MS: T-7-I-2
Washington, DC 20555-0001
Payee's Name and Address

(a) Contract Number _____

Task Order No. (If Applicable) _____

(b) Voucher/Invoice # _____

(c) Date of Voucher/Invoice _____

Individual to Contact
Regarding this Voucher
Name: _____

(d) Fixed Fee _____

File No.: _____

() This voucher represents reimbursable costs for the billing period for the billing period from _____ through _____.

	<u>Amount Billed</u>	
	<u>Current Period</u>	<u>Cumulative</u>
() <u>Direct Costs</u>		
(1) Direct labor*.....	_____	_____
(2) Fringe benefits (%, if computed as percentage).....	_____	_____
(3) Capitalized nonexpendable equipment (\$50,000 or more - see instructions)*.....	_____	_____
(4) Non-capitalized equipment, materials, and supplies.....	_____	_____
(5) Premium pay (NRC approved overtime).....	_____	_____
(6) Consultants*.....	_____	_____
(7) Travel*.....	_____	_____
(8) Subcontracts*.....	_____	_____
(9) Other costs*.....	_____	_____

Total Direct Costs _____

Indirect Costs

(A) Overhead _____ % of
 _____ (Indicate Base).....

General & Administrative Expense

% of Cost Elements

Nos. _____

Total Direct & Indirect Costs _____

(h) Fixed-Fee (Cite Formula):

(i) Total Amount Billed. _____

(j) Adjustments. _____

(k) Grand Totals. _____

(Requires Supporting Information -- See Attached)

SAMPLE SUPPORTING INFORMATION) Direct Labor - \$2400

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hrs. Billed</u>
Senior Engineer I	100	\$14.00	\$1400	975
Engineer	50	\$10.00	\$500	465
Computer Analyst	100	\$5.00	\$500	320
			\$2400	

Capitalized Non-Expendable Equipment

Prototype Spectrometer - item number 1000-01 \$60,000

Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00

6 Pairs Electrostatic gloves @ \$150.00 = \$900.00
\$2000.00

Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
(This was approved by NRC in letter dated 3/6/95).

Consultants' Fee

Dr. Carney - 1 hour @ \$100 = \$100

Travel

Start Date

Destination

Costs

3/1/89

Wash., DC

\$200

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 6 of 10) -
ATTACHMENT 1 (Cont.)

INSTRUCTIONS FOR PREPARING
COST INFORMATION FOR NRC CONTRACT VOUCHERS/INVOICES

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: U.S. Nuclear Regulatory Commission, Division of Contracts, MS: T-7-I-2, Washington, DC 20555-0001.

Vouchers/invoices delivered by hand, including delivery by express mail or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: U. S. Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike - Mail Room, Rockville, Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, 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.

Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice. The following guidance corresponds to the entries required on the sample form.

(a) **Contract Number.** Insert the NRC contract number.

Task Order Number, if applicable. Insert the task order number.

(b) **Voucher/invoice number.** The appropriate sequential number of the

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 7 of 10) -
ATTACHMENT 1 (Cont.)

- (c) Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- (d) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (e) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (f) Direct Costs - Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

- (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

Labor	Hrs.			Cumulative
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Hrs.Billed</u>

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 8 of 10) -
ATTACHMENT 1 (Cont.)

- (4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.
- (5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.
- (g) Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.
- (h) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (i) Total Amount Billed. Insert the total amounts claimed for the current

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 9 of 10) -
ATTACHMENT 1 (Cont.)

(j) Adjustments. For cumulative amount, include outstanding suspensions.

(k) Grand Totals.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (Page 10 of 10) -
ATTACHMENT 2 (Cont.)

FEE RECOVERY BILLING REPORT

FIN: _____

Facility Name or Report Title:

TAC or Inspection Report Number:

(or other unique identifier)

Docket Number (if applicable): _____

Cost Categories	Period Amt.	Period Cost Incurred	Fiscal Year To Date Costs	Total Cumulative Costs
Labor				
Materials				
Subcontractor/ Consultant				
Travel				
Other (specify)				
Common Costs				
Total				

and cumulative periods.

Remarks:

R:\BILLING.396

NRC FORM 187
(1-2000)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

AUTHORITY

The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

**A. CONTRACT NUMBER FOR COMMERCIAL
CONTRACTS OR JOB CODE FOR DOE
PROJECTS (Prime contract number must be shown
for all subcontracts.)**

AED-00-307

**B. PROJECTED
START DATE**

06/01/2000

**C. PROJECTED
COMPLETION DATE**

05/31/2005

2. TYPE OF SUBMISSION

- ☒ **A. ORIGINAL**
- ☐ **B. REVISED (Supersedes all
previous submissions)**
- ☐ **C. OTHER (Specify)**

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE**A. DOES NOT APPLY**
☐
B. CONTRACT NUMBER

NRC-10-93-133

DATE

05/31/2000

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

NRC's Operations Center Information Management System (OCIMS)

5. PERFORMANCE WILL REQUIRE**A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION**

- ☐ **YES (If "YES," answer 1-7 below)**
- ☒ **NO (If "NO," proceed to 5.C.)**

**NOT
APPLICABLE**

NATIONAL SECURITY**RESTRICTED DATA**

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

☐
☐
☐
☐
☐

**2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER. (See 5.B.)**

☐
☐
☐
☐
☐

3. GENERATION OF CLASSIFIED MATTER.

☐
☐
☐
☐
☐

**4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATION.**

☐
☐
☐
☐
☐

**5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.**

☐
☐
☐
☐
☐

**6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.**

☐
☐
☐
☐
☐

7. OTHER (Specify)

☐
☐
☐
☐
☐
B. IS FACILITY CLEARANCE REQUIRED?

☐ **YES** ☐ **NO**

C. ☐ UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

CERTIFICATE PERTAINING TO FOREIGN INTERESTS*(Type or print all answers)*Form Approved
OMB No. 0704-0194
Expires Sep 30, 1997

The public reporting burden for this collection of information is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this information collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operation and Reports (0704-0194), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO YOUR RESPECTIVE COGNIZANT SECURITY OFFICE.

PENALTY NOTICE

Failure to answer all questions or any misrepresentation (by omission or concealment, or by misleading, false or partial answers) may serve as a basis for denial of clearance for access to classified information. In addition, Title 18, United States Code 1001, makes it a criminal offense, punishable by a maximum of five (5) years imprisonment, \$15,000 fine or both, knowingly to

make a false statement or representation to any Department or Agency of the United States, as to any matter within the jurisdiction of any Department or Agency of the United States. This includes any statement made herein which is knowingly incorrect, incomplete or misleading in any important particular.

PROVISIONS

1. This report is authorized by the Secretary of Defense, as Executive Agent for the National Industrial Security Program, pursuant to Executive Order 12829, while you are not required to respond, your eligibility for a facility clearance cannot be determined if you do not complete this form. The retention of a facility security clearance is contingent upon your compliance with the requirements of DoD 5220.22-M for submission of a revised form as appropriate.

2. When this report is submitted in confidence and is so marked, applicable exemptions to the Freedom of Information Act will be invoked to withhold it from public disclosure.

3. Complete all questions on this form. Mark "Yes" or "No" for each question. If your answer is "Yes" furnish in full the complete information under "Remarks."

QUESTIONS AND ANSWERS

1. (Answer 1a. or 1b.)	YES	NO
a. (For entities which issue stock): Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5 percent or more of the outstanding shares of any class of your organization's equity securities?		
b. (For entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5 percent or more of your organization's total capital commitment?		
Does your organization directly, or indirectly through your subsidiaries and/or affiliates, own 10 percent or more of any foreign interest?		
3. Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials?		
4. Does any foreign person(s) have the power, direct or indirect, to control the election, appointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization?		
5. Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)?		
6. Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)?		
7. During your last fiscal year, did your organization derive:		
a. 5 percent or more of its total revenues or net income from any single foreign person?		
b. In the aggregate 30 percent or more of its revenues or net income from foreign persons?		
8. Is 10 percent or more of any class of your organization's voting securities held in "nominee" shares, in "street names" or in some other method which does not identify the beneficial owner?		
9. Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)?		
10. Is there any other factor(s) that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of your organization?		

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

SIGNATURE

DATE

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

☐

AUTHORIZED CLASSIFIER (Name and Title)

☒

DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

☐

SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☐

DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☐

DIVISION OF FACILITIES AND SECURITY (Item 10B)

☐


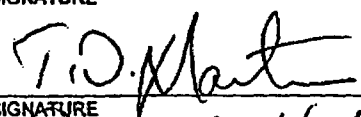

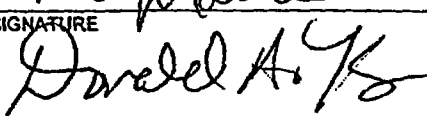
CONTRACTOR (Item 1)

☐

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
X Frank J. Congel, Director, Incident Response Operations		2/17/00
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
15 Thomas O. Martin, Director		2/24/2000
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
For Timothy F. Hagan, Director 		2/25/00

REMARKS

August 29, 1996

**INSTRUCTIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO
FOREIGN INTERESTS****Question #1:**

a. Do any foreign person(s), directly or indirectly, own or have beneficial ownership of 5% or more of the outstanding shares of any class of your organization's equity securities? If yes:

*Identify the percentage of any class of stock or other securities issued which are owned by foreign persons, broken down by country. Include indirect ownership through one or more intermediate level(s) of subsidiaries. Indicate voting rights of each class of stock.

*Are there shareholder agreements? If yes, attach a copy(ies), and if none, so state.

*Indicate whether a copy of SEC Schedule 13D/13G report has been received from any investor. If yes, attach a copy(ies).

NOTE: Ownership of less than 5% should be included if the holder is entitled to control the appointment and tenure of any management position.

b. (for entities which do not issue stock): Has any foreign person directly or indirectly subscribed 5% or more of your organization's total capital commitment? If yes:

*Identify the percentage of total capital commitment which is subscribed by foreign persons.

*Is there an agreement(s) with the subscriber(s)? If yes, attach a copy(ies), and if none, so state.

Question #2: Does your organization directly, or indirectly through your subsidiaries, and/or affiliates, own 10% or more of any foreign interest? If yes:

*Identify the foreign interest by name, country, percentage owned, and personnel who occupy management positions with the organizations.

*If there are personnel from your organization who occupy management positions with the foreign firm(s), identify the name(s), title, and extent of involvement in the operations of the organizations (to include access to classified information).

Question #3: Do any non-U.S. citizens serve as members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials? If yes:

*Identify the foreign person(s) by name, title, citizenship, immigration status and clearance or exclusion status.

Executive Personnel Identify and provide requested information (i.e., names, titles, etc.) for all of the organization's executive personnel on the ODDP listing.

The definition of executive personnel is: Those individuals who perform policy making functions for the organization, or any other person in charge of a principal business unit, division, or function.

Facility Security Officer Identify and provide requested information (i.e., name, title, etc.) for the organization's Facility Security Officer.

The definition of a Facility Security Officer is: The individual at the facility assigned the responsibility of administering the requirements of the Safeguards and Security Program within the facility.

Spouse of a sole proprietor For those sole proprietorships operating in community property states, identify and provide requested information (i.e., all information required on the ODDP listing) on a sole proprietor's spouse, if any. If there is no spouse, so state.

Vacant positions If any ODDP position is vacant, so state and include an estimated date vacancy will be filled.

REMARKS *(Attach additional sheets, if necessary, for a full detailed statement.)*

CERTIFICATION

I CERTIFY that the entries made by me above are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

WITNESSES:

(Date Certified)

By: _____

(Contractor)

(Title)

(Address)

NOTE: In case of a corporation, a witness is not required but the certificate below must be completed. Type or print names under all signatures.

NOTE: Contractor, if a corporation, shall cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____
of the corporation named as Contractor herein; that _____
who signed this certificate on behalf of the Contractor, was then _____
of said corporation; that said certificate was duly signed for and in behalf of said corporation by authority of its governing body, and is within the
scope of its corporate powers.

(Corporate Seal)

(Signature and Date)

OFFICIAL USE ONLY (WHEN COMPLETED)

OWNERS, OFFICERS, DIRECTORS, AND EXECUTIVE PERSONNEL (OODPE)

LEGAL COMPANY NAME AND PHYSICAL ADDRESS OF FACILITY LOCATION

ADDRESS OF COMPANY'S PRINCIPAL EXECUTIVE OFFICES IF DIFFERENT FROM THE PHYSICAL ADDRESS OF THE FACILITY LOCATION:

INDIVIDUAL'S COMPLETE NAME	ALL COMPANY TITLES/POSITIONS HELD BY IDENTIFIED INDIVIDUAL	DATE/PLACE OF BIRTH/CITIZENSHIP (U.S., OTHER, DUAL)	SOCIAL SECURITY NUMBER	IDENTIFY INDIVIDUAL'S SECURITY CLEARANCE(S) LEVEL, ISSUING U.S. GOVERNMENT AGENCY(ies) OR EXCLUSION AND DATE

LIST CERTIFIED CORRECT BY:

Type or Print Name and Signature of Authorized Official

Title

Date Certified

NOTE: SEE REVERSE SIDE FOR INSTRUCTIONS REGARDING COMPLETING THIS FORM

OFFICIAL USE ONLY (WHEN COMPLETED)

PAGE __ OF __ PAGES

INSTRUCTIONS:

Provide requested (X)DIEP information in accordance with the following instructions. In addition, the (X)DIEP listing must be certified as being accurate, current, and complete by an authorized official of the organization (i.e., a person authorized to represent and sign for the organization as officially recorded by the organization (that is, in the document which sets forth the terms and conditions for its operation and management--the bylaws, operating agreement, partnership agreement, etc.)) or any other employee, identified by name, of the organization, if designated in writing by such an authorized official as having been delegated authority to execute the FOIA repre. & cert. On behalf of the organization:

Owners: The requested information on owners and representatives or agents of stockholders is to be attached to the organization's (X)DIEP listing.

1. For privately-owned organizations:

- a. Provide the following information for each person (i.e., human being) who directly or indirectly owns or has beneficial ownership of 5 percent or more of any class of the organization's securities or who has directly or indirectly subscribed 5 percent or more of the organization's total capital commitment:
 - (1) If the beneficial owner holds a position as an (X)DIEP in the organization and is identified on the (X)DIEP listing, provide the individual's name with the class and number of shares of capital stock he/she owns or the organization's securities or the capital commitment he/she has subscribed.
 - (2) If the beneficial owner does not hold a position as an (X)DIEP in the organization and is not identified on the (X)DIEP listing, provide the individual's name, address, and the class and number of shares of capital stock he/she owns of the organization's securities or the capital commitment he/she has subscribed. If known, information on the individual's citizenship should also be provided.
- b. Provide the following information for each legal entity which directly or indirectly owns or has beneficial ownership of 5 percent or more of any class of the organization's securities or which has directly or indirectly subscribed 5 percent or more of the organization's total capital commitment:

The legal name (i.e., as specified in charter) with the address of its principal executive offices and the class and number of shares of capital stock the entity owns of the organization's securities or the capital commitment the entity has subscribed. In addition, if the entity is controlled by another organization, the country of ultimate legal residence must be provided.
- c. Provide the name of any representative(s) or agent(s) of any owner (person or entity), if any, who hold positions, such as Board member (or similar type of governing body), officers, executive personnel, or general partners in your organization. Also identify the owner which the individual is representing.

2. For publicly-traded organizations:

- a. Provide the most recent copies of any Schedules 13D and/or 13G received from any beneficial owners (foreign or domestic) who hold 5 percent or more of the organization's securities.
- b. Provide the name of any representative(s) or agent(s) of any stockholder (person or entity), if any, who hold positions, such as Board member (or similar type of governing body), officers, executive personnel, or general partners in your organization. Also identify the stockholder which the individual is representing.

Officers: Identify and provide requested information (i.e., names, titles, etc.) for all of the organization's officers on the (X)DIEP listing.

Definition of officers is: Those persons in positions established as officers as officially recorded by the organization (that is, in the document filed for the organization's existence and the document which sets forth the terms and conditions for its operation and management--the articles of incorporation and bylaws, articles of organization and operating agreement, certificate of limited or general partnership and the partnership agreement, etc.) However, excluded from this definition are: (a) assistant/vice presidents who have no management responsibilities related to performance on classified contracts; (ii) assistant secretaries; and (iii) assistant treasurers.

Directors: Identify and provide requested information (i.e., names, titles, etc.) for all of the organization's directors on the (X)DIEP listing, to include identification of the Chairman of the Board and any Vice Chairman. If the organization has no Chairman of the Board of Directors, identify the individual who performs those functions at board meetings.

The definition of directors is: Members of the board or similar governing body chosen to direct the affairs of a corporation or institution.

11030 Cleaner, Vehicles	\$ 7.93
11060 Elevator Operator	\$ 8.31
11090 Gardener	\$ 11.54
11121 Housekeeping Aide I	\$ 7.41
11122 Housekeeping Aide II	\$ 8.21
11150 Janitor	\$ 8.18
11210 Laborer, Grounds Maintenance	\$ 9.05
11240 Maid or Houseman	\$ 7.35
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 8.31
11330 Tractor Operator	\$ 10.70
11360 Window Cleaner	\$ 8.92

Health Occupations:

12020 Dental Assistant	\$ 11.80
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 11.55
12071 Licensed Practical Nurse I	\$ 13.63
12072 Licensed Practical Nurse II	\$ 15.30
12073 Licensed Practical Nurse III	\$ 17.13
12100 Medical Assistant	\$ 10.65
12130 Medical Laboratory Technician	\$ 10.55
12160 Medical Record Clerk	\$ 10.55
12190 Medical Record Technician	\$ 10.71
12221 Nursing Assistant I	\$ 7.18
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 11.44
12280 Phlebotomist	\$ 9.85
12311 Registered Nurse I	\$ 19.26
12312 Registered Nurse II	\$ 20.47
12313 Registered Nurse II, Specialist	\$ 20.47
12314 Registered Nurse III	\$ 24.78
12315 Registered Nurse III, Anesthetist	\$ 24.78
12316 Registered Nurse IV	\$ 29.70

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 18.31
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	\$ 20.61
13050 Library Technician	\$ 13.51
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, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 6.61
15030 Counter Attendant	\$ 6.61
15040 Dry Cleaner	\$ 8.53
15070 Finisher, Flatwork, Machine	\$ 6.61
15090 Presser, Hand	\$ 6.61
15100 Presser, Machine, Drycleaning	\$ 6.61

15130 Presser, Machine, Shirts	\$ 6.51
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.51
15190 Sewing Machine Operator	\$ 9.21
15220 Tailor	\$ 9.87
15250 Washer, Machine	\$ 7.25

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.21

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 17.02
21020 Material Coordinator	\$ 15.56
21030 Material Expediter	\$ 15.56
21040 Material Handling Laborer	\$ 10.01
21050 Order Filler	\$ 12.75
21071 Forklift Operator	\$ 12.25
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 12.65
21130 Shipping Packer	\$ 11.81
21140 Store Worker I	\$ 8.61
21150 Stock Clerk Shelf Stocker Store Worker II	\$ 11.51
21210 Tools and Parts Attendant	\$ 14.17
21400 Warehouse Specialist	\$ 12.61

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 19.28
23040 Aircraft Mechanic Helper	\$ 14.02
23050 Aircraft Quality Control Inspector	\$ 20.30
23060 Aircraft Servicer	\$ 16.21
23070 Aircraft Worker	\$ 17.24
23100 Appliance Mechanic	\$ 17.44
23120 Bicycle Repairer	\$ 14.43
23125 Cable Splicer	\$ 18.39
23130 Carpenter, Maintenance	\$ 17.44
23140 Carpet Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 18.55
23181 Electronics Technician, Maintenance I	\$ 15.51
23182 Electronics Technician, Maintenance II	\$ 19.80
23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 15.23
23290 Fire Alarm System Mechanic	\$ 18.39
23310 Fire Extinguisher Repairer	\$ 14.43
23340 Fuel Distribution System Mechanic	\$ 18.39
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 18.39
23430 Heavy Equipment Mechanic	\$ 18.39
23440 Heavy Equipment Operator	\$ 18.66
23460 Instrument Mechanic	\$ 18.39
23470 Laborer	\$ 9.71
23500 Locksmith	\$ 17.44
23520 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44

23820 Pneudraulic Systems Mechanic	\$ 18.39
23850 Rigger	\$ 18.39
23870 Scale Mechanic	\$ 16.45
23890 Sheet-Metal Worker, Maintenance	\$ 18.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 19.39
23931 Telecommunications Mechanic II	\$ 19.37
23950 Telephone Lineman	\$ 18.39
23960 Welder, Combination, Maintenance	\$ 18.39
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80

Personal Needs Occupations:

24570 Child Care Attendant	\$ 8.69
24580 Child Care Center Clerk	\$ 12.12
24600 Chore Aide	\$ 7.25
24630 Homemaker	\$ 13.86

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 16.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.15
25190 Ventilation Equipment Tender	\$ 11.15
25210 Water Treatment Plant Operator	\$ 17.44

Protective Service Occupations:

27004 Alarm Monitor	\$ 11.97
27006 Corrections Officer	\$ 17.19
27010 Court Security Officer	\$ 17.57
27040 Detention Officer	\$ 17.09
27070 Firefighter	\$ 18.20
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 19.80

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 15.30
28020 Hatch Tender	\$ 15.30
28030 Line Handler	\$ 13.83
28040 Stevedore I	\$ 14.95
28050 Stevedore II	\$ 16.88

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2	\$ 15.17
29011 Air Traffic Control Specialist, Station 2	\$ 17.49
29012 Air Traffic Control Specialist, Terminal 2	\$ 15.17
29023 Archeological Technician I	\$ 13.63
29024 Archeological Technician II	\$ 15.25
29025 Archeological Technician III	\$ 16.88
29030 Cartographic Technician	\$ 11.15
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 20.62
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 11.44
29062 Drafter II	\$ 14.32
29063 Drafter III	\$ 16.08
29064 Drafter IV	\$ 20.11
29081 Engineering Technician I	\$ 13.28

29082 Engineering Technician II	\$ 15.41
29083 Engineering Technician III	\$ 18.52
29084 Engineering Technician IV	\$ 21.25
29085 Engineering Technician V	\$ 25.99
29086 Engineering Technician VI	\$ 31.45
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor (Pilot)	\$ 26.82
29150 Graphic Artist	\$ 17.93
29160 Instructor	\$ 21.16
29210 Laboratory Technician	\$ 14.62
29240 Mathematical Technician	\$ 18.48
29361 Paralegal/Legal Assistant I	\$ 14.04
29362 Paralegal/Legal Assistant II	\$ 17.90
29363 Paralegal/Legal Assistant III	\$ 21.90
29364 Paralegal/Legal Assistant IV	\$ 26.50
29390 Photooptics Technician	\$ 20.35
29480 Technical Writer	\$ 19.23
29491 Unexploded Ordnance Technician I	\$ 16.12
29492 Unexploded Ordnance Technician II	\$ 19.51
29493 Unexploded Ordnance Technician III	\$ 23.38
29494 Unexploded Safety Escort	\$ 16.12
29495 Unexploded Sweep Personnel	\$ 16.12
29620 Weather Observer, Senior	\$ 17.00
29621 Weather Observer, Combined Upper Air & Surface Programs	\$ 14.41
29622 Weather Observer, Upper Air	\$ 14.41

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 11.14
31260 Parking and Lot Attendant	\$ 8.51
31290 Shuttle Bus Driver	\$ 11.32
31300 Taxi Driver	\$ 9.57
31361 Truckdriver, Light Truck	\$ 11.39
31362 Truckdriver, Medium Truck	\$ 14.46
31363 Truckdriver, Heavy Truck	\$ 16.93
31364 Truckdriver, Tractor-Trailer	\$ 16.93

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 7.49
99041 Carnival Equipment Operator	\$ 10.73
99042 Carnival Equipment Repairer	\$ 11.57
99043 Carnival Worker	\$ 7.33
99050 Desk Clerk	\$ 9.45
99095 Embalmer	\$ 18.40
99300 Lifeguard	\$ 7.82
99310 Mortician	\$ 10.90
99350 Part Attendant Aide	\$ 9.78
99400 Photofinishing Worker Photo Lab Techn., Darkroom Techn.	\$ 8.71
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 10.73
99610 Sales Clerk	\$ 7.76
99620 School Crossing Guard (Crosswalk Attendant)	\$ 9.31
99630 Sports Official	\$ 7.76
99658 Survey Party Chief (Chief of Party)	\$ 11.91
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 10.83
99660 Surveying Aide	\$ 7.08
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.35
99730 Vending Machine Repairer	\$ 11.50
99740 Vending Machine Repairer Helper	\$ 9.35

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

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

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 AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/
WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will receive a night differential and receive an additional 10% of basic pay for all 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 Job Directory of Occupations," Fourth Edition, January 1991, as amended by the Second Supplement, dated August 1995, 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 comparable 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 conformance 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.

Part I

Personnel Security—Access Authorization and Employment Clearance

Introduction (A)

Purpose and Scope (1)

This part sets forth requirements and procedures for the NRC Personnel Security Program, which investigates and determines the eligibility of individuals for (a) NRC access authorization and/or employment clearance, (b) unescorted access to nuclear power facilities, (c) access to unclassified Safeguards Information (SGI), or (d) access to sensitive NRC automated information systems and data.

Privacy of Records (2)

Personnel security and associated records maintained under the provisions of the NRC Personnel Security Program are protected from public disclosure under the provisions of the Privacy Act of 1974, as amended, and are subject to the routine uses specified for NRC System of Records NRC-39, "Personnel Security Files and Associated Records—NRC."

Position Sensitivity Criteria (B)

Based on Section 145f. of the Atomic Energy Act of 1954, as amended (AEA), the Commission has approved NRC position sensitivity criteria based on categories of functions. These criteria determine whether the incumbent of a particular NRC position requires a full field investigation (FFI) by the Federal Bureau of Investigation (FBI), an FFI by the Office of Personnel Management (OPM) or, as a minimum, a national agency check with inquiries and credit (NACIC) investigation.

Position Sensitivity Criteria (B) (continued)

Positions of a High Degree of Importance or Sensitivity (1)

The incumbents of positions of a high degree of importance sensitivity require NRC "Q" access authorization based upon an FFI by the FBI under the AEA, Section 145f. The following individuals hold such positions:

- The Chairman, NRC. (a)
- The Commissioners, NRC. (b)
- Any other individuals so designated by the Commission. Under this criterion, the Commission has designated Commissioner assistants who have access to Sensitive Compartmented Information (SCI). (c)

Critical-Sensitive Positions (2)

The incumbents of critical-sensitive positions must have an NRC "Q" access authorization based upon an FFI by the OPM. The following functions are considered critical-sensitive:

- Access to SECRET or TOP SECRET Restricted Data or TOP SECRET National Security Information. (a)
- Access to CONFIDENTIAL Restricted Data involving broad naval nuclear propulsion program policy or direction (e.g., preliminary safety analysis reports, final safety analysis reports, and amendments thereto). (b)
- Singular responsibility for the approval of plans, policies, or programs that directly affect the overall operations or direction of the NRC. (c)
- Fiduciary, public contact, investigative, or related duties and responsibilities demanding the highest degree of public trust. (d)
- Responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including the hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. (e)

Access Authorization Requests (C) (continued)

Security Forms Packet (3)

Unless otherwise indicated, each request for access authorization must be accompanied by a properly completed security forms packet consisting of—

- An SF 86, Parts 1 and 2, "Questionnaire for Sensitive Position (For National Security)" (QSP) (Exhibit 3) (a)
- Two applicant fingerprint cards (SF 87 [Exhibit 4] for Federal employee applicants or FD 258 [Exhibit 5] for contractors) (b)
- NRC Form 176, "Security Acknowledgment" (Exhibit 6) (c)
- Two copies of SF 171, "Application for Federal Employment" (6/88 or subsequent version), for NRC applicants (d)
- Related forms when so specified in the accompanying instructions (i.e., NRC Form 254 [Exhibit 7]) (e)

The NRC official (OP or regional designee) responsible for submitting NRC Form 236 to SEC with a completed security forms packet shall ensure that the information shown on the applicant's employment form (i.e., SF 171) is consistent with the information reflected on Part 1 of the QSP. If the information is not consistent, an explanation and assessment should be furnished to SEC regarding the inconsistency. (4)

Requests for access authorization will be returned to requesters by SEC if (a) all security forms are not completed and signed as required, (b) the printed content of the security or release form is altered, (c) required information is not provided, (d) the forms are illegible, or (e) the "Authorization for Release of Information" on the SF 86 is not signed. (5)

Information entered on the forms identified in Section (C)(3) of this part will be used in conjunction with any other relevant information to determine a person's initial or continuing eligibility for an access authorization, an employment clearance, unescorted access to nuclear power facilities, access to SGI, or access to sensitive NRC automatic information systems and data. (6)

Position Sensitivity Criteria (B) (continued)

Critical-Sensitive Positions (2) (continued)

- Singular responsibility for approval of and overall direction of financial transactions of high individual or aggregate value. (f)
- Employment in any other position so designated by the Commission. (g)

Noncritical-Sensitive Positions (3)

Incumbents of any NRC position not covered by Section (B)(1) or (2) of this part and all summer and stay-in-school positions require NRC "L" access authorization based on no less than an NACIC conducted by OPM. Cooperative education (coop) students should normally be placed in noncritical-sensitive positions requiring "L" access authorization.

Access Authorization Requests (C)

Employees (1)

Access authorizations ("Q" or "L") for NRC employees, applicants for NRC employment, and NRC experts, panel members, and consultants must be requested from the NRC Division of Security (SEC), Office of Administration (ADM), on NRC Form 236, "Personnel Security Clearance Request and Notification" (Exhibit 1), by the employing division director or a designee. Requests for access authorization are submitted through the NRC Office of Personnel (OP) or the Regional Personnel Office (RPO), as appropriate. The Office of the Inspector General (OIG) requests are forwarded directly to SEC. Instructions are printed on the reverse side of the form.

Contractors (2)

Access authorizations for NRC contractors, subcontractors, or other non-NRC individuals (e.g., other Government agency personnel) may be requested on NRC Form 237, "Request for Access Authorization" (Exhibit 2). This form must be forwarded by the requester to SEC or, if otherwise indicated, to the approving official of the NRC office sponsoring the activity that requires NRC access authorization. Instructions are printed on the reverse side of the form.

Access Authorization Requests (C) (continued)

Security Forms Packet (3) (continued)

Part 2 of the QSP is the "Privacy" portion and is to be placed in the sealed envelope (NRC Form E-1; Exhibit 8) provided to the respondent. The NRC will maintain the privacy of the information provided on this form. (7)

To prevent errors and omissions that may delay consideration of a request, detailed instructions for completing the security forms packet contained on NRC Form 254 should be followed carefully. Further instructions or guidance may be obtained from SEC. (8)

When a request for an applicant's access authorization or similar access approval is to be withdrawn or cancelled, SEC should be notified immediately by telephone so that the investigation may be promptly discontinued. The notification should contain the full name of the individual, the date of the request, and the type of access authorization or similar access approval request being cancelled. Telephone notifications must be promptly confirmed in writing to SEC. (9)

For contracts involving unescorted access to nuclear power facilities, access to nuclear power reactor unclassified SGI, or access to NRC sensitive automated information systems and data, the sponsoring office shall—(10)

- Check "yes" for security requirements and insert the following statement in the appropriate block on the NRC Form 400, "Request for Procurement Action (RFPA)" (Exhibit 9): "This contract requires unescorted access to nuclear power facilities by contractor employees," or "This contract requires contractor access to nuclear power reactor unclassified SGI, or "This contract requires access to NRC sensitive automated information systems and data." (a)
 - Include an NRC Form 187, "Security/Classification Requirements" (Exhibit 10), according to the requirements of Management Directive 11.1, "NRC Acquisition of Supplies and Services," with the appropriate blocks in Section 5C of the form completed. For those contracts involving access to NRC sensitive automated information systems and data, provide identifying information under item 4 of this form. (b)
-

Unescorted Access to Nuclear Power Facilities by NRC Contractors (D)

The NRC sponsoring office shall decide whether performance under an NRC contract will involve unescorted access to protected and vital areas of nuclear power facilities. For these contracts, the sponsoring office shall—(1)

- Check “yes” for security requirements on the NRC Form 41 “Request for Procurement Action (RFP)” (Exhibit 9) (a)
- Include an NRC Form 187, “Security/Classification Requirements” (Exhibit 10), with the appropriate blocks in Section 5B checked according to the requirements of Management Directive 11.1, “Nuclear Acquisition of Supplies and Services.” (b)

Individual contractors requiring access will be approved for unescorted access in accordance with the following procedures: (2)

- Temporary Approval (a)
 - The contractor shall submit the following information to SE through the NRC project officer: a completed personnel security forms packet, including an SF 86, “Questionnaire for Sensitive Positions (For National Security)” (Exhibit 3); copies of the contractor’s 5-year employment and education history checks, including verification of the highest degree obtained; reference from at least one additional person not provided by the individual; results of the psychological evaluation; and certification that the contractor has found all checks acceptable, or (i)
 - In limited cases, as determined by the sponsoring office, the contractor shall submit the following information to SE through the NRC project officer: a completed personnel security forms packet, including an SF 86, “Questionnaire for Sensitive Positions (For National Security)” (Exhibit 3); copies of the contractor’s 1-year employment check; a reference from at least one additional person not provided by the individual; results of the psychological evaluation; and a certification that the contractor has found all checks acceptable, or (ii)
 - The individual will be fingerprinted by the utility and the individual will be subject to the utility’s access authorization program. (iii)

Access to NRC Sensitive Automated Information Systems and Data by NRC Contractors (F) (continued)

General (1) (continued)

ADP Level II (b) (continued)

- **Final Approval (b)**
 - Final access approval will be granted after the required investigation on the individual has been completed, and is satisfactory, resulting in the individual's approval for ADP Level I or ADP Level II access. (1)
 - SEC will notify the sponsoring office of final approval. (2)

Resolving Questions of Eligibility (2)

Any question regarding the individual's eligibility for ADP Level I or ADP Level II approval will be resolved in accordance with the Due Process Procedures specified in Exhibit 11 of this handbook. Based on the review of the applicant's security forms by SEC and/or the receipt of adverse information by NRC, the individual may be denied access to NRC sensitive automated information systems and data until a final determination of eligibility for access is made under the provisions of Exhibit 11 of this handbook.

Investigations (G)

The hiring or employing office, in concert with OP, shall determine the position sensitivity for NRC employees, applicants for employment, consultants, experts, and panel members, using the criteria specified in Section (B) of this part before requesting access authorization for these individuals. The access authorization or similar access approval level or type of investigation required for NRC contractor and subcontractor personnel will usually be determined on the basis of their classified access requirements, their need for unescorted access to nuclear power facilities, their access to SGI, or access to sensitive NRC automated information systems and data. (1)

In lieu of an investigation and report by OPM, NRC may accept an investigation and report not more than 5 years old on the character, associations, and loyalty of an individual from another Government agency that conducts personnel security investigations, provided that an

Investigations (G) (continued)

access authorization has been granted to the individual by another Government agency on the basis of such an investigation and report. (2)

Certification of Access Authorization (H)

An NRC access authorization may be granted on the basis of a current access authorization certified by another Government agency if the supporting investigation is not more than 5 years old and meets the scope of investigation required for the level of NRC access authorization requested. An up-to-date security forms packet will be required before certification can be granted.

Reopening of Cancelled Cases (I)

A new security forms packet must be submitted to SEC for those requests that were cancelled before the investigation could be completed if more than 90 days has elapsed since the security forms originally submitted were signed.

Pre-appointment Investigation Waiver With No Access to Classified Information (J)

The EDO is authorized to approve the employment of an individual by the NRC before completion of the security investigation and the reports required by Section 145b. of the AEA. This authority may not be redelegated and is limited to situations in which the individual will not have access to classified information. Also, there must be an affirmative recommendation from the Director, SEC, and a clear need shown by the requesting organization to use the services of that individual during the required investigation. (1)

A request for a pre-appointment investigation waiver (Exhibit 13) as specified in Management Directive 10.1, "Appointments, General Employment, Details, and Position Changes" must be forwarded to OP for evaluation and processing. If concurred in by OP and SEC, OP will send the request to the EDO for approval or disapproval. The Office of the Inspector General (OIG) will forward a request for a pre-appointment investigation waiver to SEC. If concurred in by SEC, OIG will send the request directly to the EDO for approval or disapproval. All waivers must—(2)

Access to NRC Sensitive Automated Information Systems and Data by NRC Contractors (F) (continued)

General (1) (continued)

ADP Level I (a) (continued)

- Significant involvement in life-critical or mission-critical systems. (ii)
- Responsibility for the preparation or approval of data for input into a system that does not necessarily involve personal access to the system but with relatively high risk for causing grave damage or realizing significant personal gain. (iii)
- Relatively high risk assignments associated with or directly involving the accounting, disbursement, or authorization for disbursement from systems of (a) dollar amounts of \$10 million per year or greater or (b) lesser amounts if the activities of the individual are not subject to technical review by higher authority at the ADP I sensitivity level to ensure the integrity of the system. (iv)
- Positions involving major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring, and/or management of systems hardware and software. (v)
- Other positions that involve relatively high risk for causing grave damage or realizing significant personal gain. (vi)

ADP Level II (b)

ADP Level II involves responsibility for the direction, planning, design, operation, or maintenance of a computer system by an individual and whose work is technically reviewed by a higher authority at the ADP I sensitivity level to ensure the integrity of the system. Such positions may involve—(i)

- Responsibility for systems design, operation, testing, maintenance, and/or monitoring that is carried out under technical review of higher authority at the ADP I sensitivity level to ensure the integrity of the system. This includes, but is not limited to—(a)
 - Access to and/or processing of proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. (1)
-

Access to NRC Sensitive Automated Information Systems and Data by NRC Contractors (F) (continued)

General (1) (continued)

ADP Level II (b) (continued)

- Accounting, disbursement, or authorization for disbursement from systems of dollar amounts less than \$10 million per year. (2)
- Other positions involving a degree of access to a system that creates a significant potential for damage or personal gain but less than that of ADP Level I positions. (b)
- All other computer or ADP positions. (c)

Individual contractor employees requiring access will be approved for access in accordance with the following procedures. (ii)

- Temporary Approval (a)
 - The contractor shall submit a completed personnel security forms packet, including an SF 86, "Questionnaire for Sensitive Positions (For National Security)" (Exhibit 3), to SEC through the NRC project officer. (1)
 - The project officer shall forward the completed security forms packet to SEC together with a written request identifying whether the contractor employee shall be processed for ADP Level I or ADP Level II approval and the specific criterion (ia) that applies. (2)
 - SEC will conduct criminal history and credit checks and will hold a security assurance interview with the individual. (3)
 - Based on the result of these checks, SEC will determine the individual's eligibility for temporary access and will indicate approval or disapproval to the sponsoring office, pending completion of the required background investigation and final approval for ADP Level I or ADP Level II access. (4)

Unescorted Access to Nuclear Power Facilities by NRC Contractors (D) (continued)

- **Temporary Approval (a) (continued)**
 - SEC will conduct criminal history and credit checks and hold a security assurance interview with the individual as specified in Sections (D)(2)(a)(i) and (ii) of this part. (iv)
 - Based on the result of these checks, SEC will determine the individual's eligibility for temporary access and will indicate "objection" or "no objection" to the sponsoring office, pending completion of the required background investigation. (v)
 - **Final Approval. Final access approval will be granted after—(b)**
 - The required investigation on the individual has been completed, and is satisfactory, resulting in NRC's endorsement of the individual's unescorted access at all nuclear facilities for the life of the contract. (i)
 - The contractor has obtained unescorted access authorization (other than temporary access) at the specific facility through that utility's access authorization program. (ii)
 - The individual possesses a valid Government-issued clearance as verified by SEC. (iii)
 - **Resolving Questions of Eligibility (c)**
 - The investigation described in Section (D)(2)(b)(i) of this part may involve an NACIC or other investigation as deemed necessary by SEC. Any question regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions specified in Exhibit 11 of this handbook.
 - **Submission of the Required Statement by the Contractor (d)**
 - For each contractor employee approved for access under the provisions of Section (D)(2)(a)(i), (D)(2)(a)(ii), or (D)(2)(b)(i) of this part, the contractor shall submit to SEC, through the NRC project officer, a signed copy of NRC Form 570, "Access Authorization Acknowledgement" (Exhibit 12), from the individual indicating that he or she understands his or her responsibility to report to NRC any information bearing on his or her continued eligibility for access authorization as specified in 10 CFR 10.11, "Criteria."
-

Access to Unclassified Safeguards Information (SGI) by NRC Contractors (E)

The NRC processing office shall decide whether performance under an NRC contract will involve access to nuclear power reactor SGI. This access may require a national agency check (NAC) or an investigation deemed necessary by SEC. Any question regarding an individual's eligibility for access to nuclear power reactor SGI will be resolved in accordance with the provisions specified in Exhibit 11 of this handbook. Based on the review of the applicant's security forms by SEC and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions specified in Exhibit 11 of this handbook. During SEC processing of new individuals for access to nuclear power reactor SGI, access may be granted under licensee programs.

Access to NRC Sensitive Automated Information Systems and Data by NRC Contractors (F)

General (1)

The Executive Director for Operations (EDO) has approved the following sensitivity criteria to be used in determining whether individual contractor employees shall require Automated Data Processing (ADP) Level I or Level II approval for access to NRC sensitive automated information systems and data. An ADP Level I approval shall require an FFI by OPM and an ADP Level II approval shall require, as a minimum, a NACIC by OPM.

ADP Level I (a)

ADP Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including the hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such positions may involve —

- Responsibility for the development and administration of agency computer security programs, including direction and control of risk analysis and/or threat assessment. (i)

Determination of Eligibility for Access Authorization (O) (continued)

Applicants for NRC access authorization will be required to sign an SF 312, "Classified Information Nondisclosure Agreement" (Exhibit 17). (2)

Interim Authorization for Access to Classified Information (P)

Only the Commission may grant an interim access authorization. (1)

Requests for interim access authorization must be forwarded to SEC in the same manner as requests for access authorization and must include the forms and information specified in Section (C) of this part. These requests must also include a justification from the NRC sponsoring office that a serious delay or interference in an operation or project essential to an NRC program may be experienced unless the designated individual is granted immediate access to classified information. (2)

OP or the Regional Personnel Officer, as appropriate, must provide SEC with the results of the pre-employment checks on NRC applicants who are being considered for interim access authorization (see Exhibit 15 for the scope of the required pre-employment checks). (3)

If SEC's evaluation of the information developed on an applicant is unfavorable, SEC will inform the requester of its recommendation in the matter and, if applicable, OP. (4)

Access Authorization for Aliens and Dual Citizens (Q)

An immigrant alien is not eligible for an NRC "Q" access authorization. An immigrant alien who resides permanently in the United States and who intends to become a United States citizen may be processed for an NRC "L" access authorization when the need for access authorization is adequately supported and investigative coverage can be obtained for at least the immediate 10-year retrospective period. A dual citizen, that is, a United States citizen who is also a citizen of another country, may be processed for a "Q" or an "L" access authorization when the need for access authorization is adequately supported and investigative coverage can be obtained for the immediate 10-year retrospective period. (1)

Access Authorization for Aliens and Dual Citizens (Q) (continued)

An interview with the applicant will normally be conducted and include (a) the applicant's statement and disclosure of national allegiance; (b) the applicant's intent as to permanent residence in the United States; (c) the applicant's general attitude toward the United States vis-a-vis the country of the applicant's current citizenship; and (d) for dual citizens, whether the individual is eligible for and intends to maintain dual citizenship. The interview will also cover (a) previous civilian or military service with a foreign government, (b) family and other relatives abroad or employed by a foreign government, and (c) the names and addresses of United States citizens who can furnish information as to the applicant's background and activities outside the United States. A verbatim transcript or detailed summary of the interview will be maintained and provided to the applicant upon request. (2)

If SEC concludes that adequate support exists to initiate the investigation, the pertinent record will be forwarded to the investigation agency. An FFI will be required for an "L" access authorization. (3)

If SEC concludes that the case is not suitable for further processing the NRC sponsor (e.g., OP) will be informed and given advice as to whether the objection to processing can be resolved by submission of further information, documentation, or testimony. (4)

Data Report on Spouse (R)

Applicants for NRC access authorization, unescorted access to nuclear power facilities, access to SGI, or access to sensitive NRC automated information systems and data whose spouses are aliens shall furnish SEC with two copies of NRC Form 354, "Data Report on Spouse" (Exhibit 18). (1)

Two copies of NRC Form 354 must also be furnished to SEC by applicants for or holders of NRC access authorization, unescorted access to nuclear power facilities, access to SGI, or access to sensitive NRC automated information systems and data who marry after they have submitted a QSP (Exhibit 3). (2)

Reinstatement of Access Authorization (M) (continued)

When new security forms are not required, requests for reinstatements will contain the full name, social security number, and date of birth of the individual to establish positive identification. A new "Security Acknowledgment" (NRC Form 176; Exhibit 6) will be obtained in all cases. (2)

A supplemental investigation will be requested before reinstatement when — (3)

- Unresolved derogatory information exists (e.g., when the reason for the previous termination affected eligibility for access authorization). (a)
- More than 5 years has elapsed since the previous investigation. (b)
- More than 1 year has elapsed since the access authorization of the individual has been terminated, except if during the entire intervening period, and for no longer than 5 years, the individual was (1) a Federal employee, (2) on active military duty, or (3) an employee of a firm with an active security clearance from another U.S. Government agency. (c)
- In other cases when, in the opinion of the Director, SEC, additional investigation is appropriate. (d)

When the reinstatement involves the assignment of an individual to a position "of a high degree of importance or sensitivity" and the previous investigation was conducted by a Government agency other than the FBI, a new security forms packet will be forwarded to the FBI for investigation. The Chief, Personnel Security Branch (PERSEC), SEC, may authorize the reinstatement of access authorization before the report of the new investigation is received from the FBI. (4)

When the reinstatement involves an individual who falls within the scope of the reinvestigation program, a new security forms packet will be obtained and the case will concurrently be processed for reinvestigation. The Chief, PERSEC, may authorize the reinstatement of access authorization before the reinvestigation report is received. (5)

Circumstances Affecting Eligibility for Access Authorization (N)

When a person who possesses or is being processed for NRC access authorization, unescorted access to nuclear power facilities, access to SGI, or access to sensitive NRC automated information systems and data is hospitalized or otherwise treated for an illness or medical condition that may cause a defect in the person's judgment or reliability, the person's employer (i.e., in the case of an NRC employee, the employee's office director, regional administrator, or other designated official) shall promptly report the circumstances to the Director, SEC. (1)

In the case of contractor personnel, the circumstances must promptly be reported to the Director, SEC, by the contracting officer, the security officer, or other person so designated. (2)

Other circumstances that may affect a person's initial or continuing eligibility for NRC access authorization, employment clearance, unescorted access to nuclear power facilities, access to SGI, or access to sensitive NRC automated information systems and data are listed in 10 CFR 10.11. These matters must also be promptly reported to the Director, SEC, by the person's designated employment official. (3)

The reporting requirements of Sections (N)(1) and (2) of this part do not relieve an individual who possesses an access authorization, employment clearance, unescorted access to nuclear power facilities, access to SGI, or access to sensitive NRC automated information systems and data, or an applicant for such access, from his or her responsibility to report to SEC his or her arrest, as called for in the QSP (Exhibit 3), the "Security Acknowledgment" (Exhibit 6), or other forms signed by the individual. SEC requires these reports within 10 workdays of any arrest. (4)

Determination of Eligibility for Access Authorization (O)

The determination of eligibility for access authorization will be consistent with 5 U.S.C. 7532 or 10 CFR Part 10. The determination of eligibility for unescorted access to nuclear power facilities, access to SGI, or access to sensitive NRC automated information systems and data will be made in accordance with the provisions of Exhibit 11 of this handbook. (1)

Pre-appointment Investigation Waiver With No Access to Classified Information (1) (continued)

- Be requested by the office director or the deputy office director for headquarters personnel or by the regional administrator or deputy regional administrator for regional personnel. (a)
- Be justified by indicating that a serious delay or interference to an essential NRC operation or program will occur unless the individual is employed as soon as possible. (b)
- Indicate that administrative controls will be established to ensure the individual will not have access to classified information until the appropriate access authorization is granted. (c)
- Be concurred in by the Director or Deputy Director, OP, the Director or Deputy Director, SEC, and if regional personnel are involved, the Regional Personnel Officer. (d)

OP and SEC shall process all Section 145b. requests in accordance with the procedures specified in Exhibit 14 of this handbook. OP or the Regional Personnel Officer, when applicable, must provide SEC with the results of pre-employment checks conducted on NRC applicants who are being considered for employment under Section 145b. (3)

An exception to personnel reference checking for consultants or experts may be recommended to the Director, OP, by the office director or the regional administrator in those cases in which the consultant or expert is known to be highly regarded and respected in the professional community. This recommendation must be reflected in the Section 145b. request (Exhibit 14). (4)

In the case of students being considered for temporary summer appointments, personal reference checking must be conducted in accordance with the procedures specified in Exhibit 15. (5)

Expedited Approval for Temporary Unescorted Access for NRC Employees, Including Inspectors and Resident Clerical Aides (K)

When requests for approval for unescorted access to nuclear power facilities by NRC employees are received, including those from

Expedited Approval for Temporary Unescorted Access for NRC Employees, Including Inspectors and Resident Clerical Aides (K) (continued)

inspectors and resident clerical aides, the procedures specified in Exhibit 16 must be followed. When the need for temporary access is known at the time the Section 145b. request is prepared, that need must be documented in the Section 145b. request (Exhibit 13).

Extension and Transfer of Access Authorization (L)

An extension of an access authorization by SEC permits an individual who possesses an active NRC access authorization in connection with a particular employer or activity to have concurrent access to classified information at a level comparable to or lower than that already authorized. (1)

Transfer of an access authorization is the termination of an individual's access authorization from one employer or activity while at the same time activating the access authorization at another employer or activity. (2)

The requester should ensure that requests to SEC for extension or transfer of access authorization contain the full name, social security number, and date of birth of the individual, in addition to the level of access authorization requested. At the discretion of SEC (as, for example, in the case of significant changes since execution of the last QSP), a new security forms packet may be required. In all cases involving the extension or transfer of an access authorization to a position certified as being "of a high degree of importance or sensitivity," a new security forms packet will be required. (3)

Reinstatement of Access Authorization (M)

An access authorization may be reinstated at the same or lower level if (1) up-to-date personnel security forms are provided to SEC, (2) these forms are favorably reviewed, and (3) no more than 6 months has elapsed since termination of access authorization, not more than 1 year has elapsed since the date of the previous forms, and no significant changes are known to have occurred since that date. (1)

Reinvestigation Program (S)

The NRC Reinvestigation Program is designed to ensure the continued eligibility for access authorization of individuals employed in the NRC program. The program applies to all those who possess "Q" or "L" access authorization, including NRC employees, consultants, experts, panel members; former senior NRC officials who retain their clearances after terminating their employment when continued access to classified information is required in the conduct of the agency's activities; congressional staff members cleared by NRC; employees and consultants of NRC contractors; and agents of NRC. Their continued eligibility for access authorization must be reevaluated by SEC every 5 years as indicated below. (1)

- "Q" Reinvestigation Program Requirements (a)
 - For employees, consultants experts, panel members, former senior NRC officials, and congressional staff members—(i)
 - Each individual to be reinvestigated shall submit a new QSP (Exhibit 3) and related forms, including new fingerprint cards (Exhibits 4 and 5), every 5 years. These forms will be the basis for an investigation as specified below. (a)
 - An FBI full field reinvestigation (FFR) will be performed on incumbents of positions of a high degree of importance or sensitivity. Presently these positions are held by the NRC Chairman, the Commissioners, and the Commissioners' assistants who have access to Sensitive Compartmented Information. (b)
 - An OPM FFR will be performed on NRC employees having access to Sensitive Compartmented Information. These employees are subject to the policies and standards established by the Director of Central Intelligence. (c)
 - An OPM periodic reinvestigation (PRI) will be performed on incumbents of critical-sensitive positions, former senior NRC officials, and congressional staff members. (d)
 - Further investigative coverage may be undertaken on a case-by-case basis if SEC needs more comprehensive or detailed information. (e)
 - For NRC employees or consultants, a review of the incumbent's Official Personnel File (OPF) will be made by a member of SEC. (f)

Reinvestigation Program (S) (continued)

- For contractors and agents of NRC—(ii)
 - After the first 5 years, an OPM limited background investigation will be performed. (a)
 - After 10 and 15 years, a review of the SF 86 (Exhibit 3) will be performed, along with a national agency check credit (NACC). (b)
 - After 20 years, an OPM special background investigation will be performed. (c)
 - Every 5 years thereafter, a review of the SF 86 will be performed, along with an NACC. (d)
- Each year, SEC will provide NRC office directors and regional administrators, or their designees, with the names of individuals in their offices who are to be reinvestigated and dates by which the individuals are to complete the security forms packet. SEC will advise former senior NRC officials who have retained their NRC security clearances, congressional staff members, and contractor organizations directly. SEC will provide each individual to be reinvestigated with a security forms packet and advise him or her of the due date. (iii)
- Each individual must complete the security forms packet and return it to his or her office or regional contact in a sealed envelope by the specified date. The office director or the regional administrator, or their designee, must ensure (1) that individuals complete and return security forms packets to them and (2) that all completed and sealed security forms packets are returned to SEC by the specified date. Contractor personnel must return forms through their security office. If the contractor fails to submit forms by the specified date, the NRC security clearance for contractor personnel may be terminated. (iv)
- Upon satisfactory completion of the investigation, SEC will provide certification to the appropriate personnel office for the individual's OPF or other appropriate record. (v)
- "L" Reinvestigation Program Requirements (b)
 - Each individual to be reinvestigated shall submit a new QSP (Exhibit 3) and related forms, including new fingerprint cards (Exhibits 4 and 5), every 5 years. These forms will be the basis for an investigation as follows: (i)

Reinvestigation Program (S) (continued)

- After the first 5 years, a review of the SF 86 (Exhibit 3) will be performed, along with an NACC. (a)
 - After 10 and 15 years, a review of the SF 86 will be performed, along with an FBI file and fingerprint check. (b)
 - After 20 years, a review of the SF 86 will be performed, along with an NACC. (c)
 - Every 5 years thereafter, a review of the SF 86 will be performed, along with an FBI file and fingerprint check. (d)
 - Further investigative coverage may be undertaken on a case-by-case basis if SEC needs more comprehensive or detailed information. (e)
 - A review of the incumbent's OPF may be made by a member of SEC. (f)
- Each year, SEC will provide NRC office directors and regional administrators, or their designees, with the names of the individuals in their offices who are to be reinvestigated and the dates by which the individuals are to complete the security forms packet. SEC will advise contractor organizations directly. SEC will provide each individual to be reinvestigated with a security forms packet and advise him or her of the due date. (ii)
 - Each individual must complete the security forms packet and return it to his or her office or regional contact in a sealed envelope by the specified date. The office director or the regional administrator, or their designee, must ensure (1) that individuals complete and return security forms packets to them and (2) that all completed and sealed security forms packets are returned to SEC by the specified date. Contractor personnel must return forms through their security office. If the contractor fails to submit forms by the specified date, the NRC security clearance for contractor personnel may be terminated. (iii)
 - Upon satisfactory completion of the investigation, SEC will provide certification to the appropriate personnel office for the individual's OPF or other appropriate record. (iv)
-

Termination of Access Authorization (T)

Access authorization will be terminated and an NRC Form "Security Termination Statement" (Exhibit 19), must be signed when—(1)

- An individual is separated from employment with the NRC. (a)
- In the case of a non-NRC employee, an individual is separated for a period of 60 days or more from activities for which he or she was granted an access authorization. (b)
- Access authorization is no longer required. (c)

Upon the voluntary or involuntary separation (e.g., death) from employment of a person who holds an NRC access authorization, the employing office at headquarters or the regional office or facility (or an NRC contractor) must as a minimum—(2)

- Provide prompt notification of the termination of employment to SEC and headquarters or the regional office, if other than the employing office, as applicable. (a)
- Ensure that all classified and sensitive unclassified documents charged to the person are accounted for and properly disposed of. (b)
- Arrange for the recovery of badges, passes, and other forms of official identification and their return to the responsible security office or NRC official (in the case of NRC employees). (c)
- Arrange for the person's name to be removed from all access and mailing lists, especially those involving classified or sensitive unclassified information. (d)
- Ensure that combinations are changed of any repositories to which the person had access. (e)

Completion of Security Termination Statement (3)

- The signed copy of the "Security Termination Statement" (Exhibit 19) must be forwarded to SEC. SEC will retain the statement in the employee's personnel security file. (a)

Termination of Access Authorization (T) (continued)

- If a "Security Termination Statement" is used when an individual's association with a particular contract, agreement, or facility is terminated, but the NRC access authorization is to remain active, the following wording is suggested for modification of the first paragraph of the statement: (b)

"I make the following statement relating to the termination of my access authorization granted by the Nuclear Regulatory Commission in connection with my work, or my association with *(name of contractor, party to agreement of facility)*. My NRC access authorization will remain active in connection with other interests."

Disability (4)

Along with prompt notification, measures similar to those specified in Sections (T)(2)(b) through (e) of this part must be employed in the case of the disability of a person when it is apparent that the disability will render the individual unable to perform his or her duties for at least 6 months.

Termination of Employment in the Interest of National Security (U)

The Executive Director for Operations may suspend or remove an employee when suspension or removal is considered to be in the interest of national security in accordance with 5 U.S.C. 7532. (1)

The criteria set forth in 10 CFR 10.11 must be used to determine whether an action should be taken under 5 U.S.C. 7532. (2)

When a hearing is held under 5 U.S.C. 7532, the NRC's "Procedures for the Conduct of Hearings Under 5 U.S.C. 7532" (Exhibit 20) must be used. (3)

Termination of Access Approval (V)

SEC is to be immediately advised in writing by the NRC sponsoring office when a contractor employee no longer requires unescorted access to nuclear power facilities, access to unclassified Safeguards Information, or access to sensitive NRC automated information systems and data.

Volume 12, Security
NRC Personnel Security Program
Handbook 12.3 Exhibits

Exhibit 11

Due Process Procedures

Purpose of the Procedures (1)

The procedures specified herein are established for the conduct of hearings to determine the eligibility of NRC contractor personnel for unescorted access to nuclear power facilities, access to unclassified Safeguards Information (SGI), and access to sensitive NRC automated information systems and data under the NRC computer personnel screening program. Guidance is provided in 10 CFR 10.10 and 10.11 as to the types of information that raise questions concerning the consistency of an individual's eligibility for unescorted access to nuclear power facilities or access to unclassified SGI and the public health and safety; or for access to sensitive NRC automated information systems and data and the loss or harm that could result from improper operation of the information systems and from inadvertent or deliberate disclosure, alteration, or destruction of the data.

Notification to Individual of Hearing (2)

- A notification letter providing the date, hour, and place of the hearing and the identity of the Hearing Official will be presented to each individual who has requested a hearing. When practicable, this letter will be presented to the individual in person at least 10 days in advance of the hearing, which will be scheduled with due regard for the convenience and necessity of the parties. The letter will be accompanied by a copy of these procedures and other administrative instructions, as necessary. (a)
- The individual will have the right to appear personally before the Hearing Official and present evidence in his or her behalf through witnesses or by document or both, and may call, examine, and cross-examine witnesses. The individual may be present during the hearing to the extent permitted by national security concerns. The individual may be accompanied, represented, and advised by counsel or other representatives of his or her own choosing. In this case, the individual shall file with the Executive Director for Operations (EDO) a document designating the attorney or representative and authorizing him or her to receive all correspondence pertaining to the hearing. (b)

NRC Hearing Counsel (3)

- The NRC Hearing Counsel assigned shall, before the scheduling of the hearing, review the information in the case and shall request the presence of witnesses and the production of documents and other physical evidence relied upon in the Division of Security's (SEC's) determination that a substantial doubt exists concerning the individual's eligibility for unescorted access to nuclear power facilities, access to unclassified SGI, or access to

Exhibit 11 (continued)

NRC Hearing Counsel (3) (continued)

sensitive NRC automated information systems and data. When the presence of a witness and the production of documents and other physical evidence are deemed by the Hearing Counsel to be necessary or desirable for a determination of the issues, the Director, SEC Office of Administration (ADM), shall make arrangements for the production of this evidence and for the witnesses to appear at the hearing by subpoena or by other means. (a)

- The Hearing Counsel is authorized to communicate directly with the individual's counsel or representative, or the individual if the individual is not so represented, for purposes of mutually agreeing upon arrangements for expeditious hearing of the case. (b)
- The individual is responsible for producing witnesses in his or her own behalf and presenting other evidence before the Hearing Official to support his or her position. The Hearing Counsel may at his or her discretion request the Director, SEC, to arrange for the issuance of subpoenas for witnesses to attend the hearing in the individual's behalf or for the production of specific documents or other physical evidence, provided the necessity for this assistance has been shown. (c)

Appointment of Hearing Official (4)

The NRC shall appoint a Hearing Official from a list of qualified attorneys possessing the highest degree of integrity, ability, and good judgment. To qualify, an attorney must have an NRC "Q" access authorization. No Hearing Official will be selected who has knowledge of the case or of any information relevant to the disposition of the case, or who for any reason would be unable to issue a fair and unbiased recommendation.

Prehearing Proceedings (5)

- Before the hearing, the Hearing Official will be furnished the record in the case, consisting of the statement of charges and any associated amendment(s), the request for the hearing and the notice of hearing if it has been issued, and any agreements between the individual and the Hearing Counsel. (a)
- The parties will be notified by the Hearing Official at least ten (10) days in advance of the hearing of the date, hour, and place of the hearing. The Hearing Official may order postponements or continuances from time to time for good cause shown. If, after due notice, the individual fails to appear at the hearing, or appears but is not prepared to proceed, the Hearing Official shall, unless good cause is shown, return the case to the EDO who shall make the final determination on the basis of the information in the NRC's possession. (b)

Conduct of Hearing (6)

- The Hearing Official shall conduct the hearing in an orderly, impartial, and decorous manner. Technical rules of evidence may be relaxed so that a full evidentiary record may be made based on all material and relevant facts. (a)
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Exhibit 11 (continued)

Conduct of Hearing (6) (continued)

- The proceedings will be open only to duly authorized NRC staff representatives, the individual, his or her counsel or representative, and those persons as may be officially authorized by the Hearing Official. Witnesses shall not testify in the presence of other witnesses except that the Hearing Official may, at his or her discretion, allow for expert witnesses to be present during testimony relevant to their own testimony. (b)
- Witnesses, including the individual, shall be examined under oath or affirmation by the party who called them and may be cross-examined by the other party. The Hearing Official will rule on all evidentiary matters, may further examine any witness, and may call for additional witnesses or the production of documentary or other physical evidence if, in the exercise of his or her discretion, this additional evidence is deemed necessary to the resolution of an issue. (c)
- If it appears during the hearing that Restricted Data or National Security Information may be disclosed, the Hearing Official shall ensure that disclosure is made only to persons authorized to receive it. (d)
- The Hearing Official may permit the Hearing Counsel to amend the statement of charges to add or modify charges to be considered at any time during the hearing. In the event of such an amendment, the individual shall be given an opportunity to answer the amended charges. If the changes are of such a substantial nature that the individual cannot answer the amended charges without additional time, the Hearing Official shall grant such additional time as he or she deems necessary. (e)
- The Hearing Official may receive and consider evidence in the form of depositions or responses to interrogatories upon a showing that the witness is not available for good reason, such as death, serious illness, or similar cause, or in the form of depositions, interrogatories, affidavits, or statements with agreement of the parties. The Hearing Official may take official notice at any stage of the proceeding, where appropriate, of any fact not subject to reasonable dispute in that it is either (1) generally known within the United States or (2) capable of accurate and ready determination by resorting to sources whose accuracy cannot reasonably be questioned. A party is entitled, upon timely request, to an opportunity to be heard as to the propriety of taking such official notice. In the absence of prior notification, the request may be made after notice is taken. (f)
- Records provided by investigative agencies that were compiled as a regular or routine procedure by the business or agency from which obtained, or other physical evidence other than investigative reports, may be received and considered subject to rebuttal without authenticating witnesses, provided that the investigative agency furnished this information to the NRC pursuant to its responsibilities in connection with assisting the NRC in determining the individual's eligibility. (g)
- Records compiled in the regular course of business, or other physical evidence other than investigative reports, relating to a controverted issue that may not be inspected by the individual because they are classified may be received and considered, provided—(h)

Exhibit 11 (continued)

Conduct of Hearing (6) (continued)

- The EDO has made a determination that the records or other physical evidence appears to be material. (i)
- The EDO has made a determination that failure to receive and consider the records or other physical evidence would, in view of the fact that access eligibility is being sought, be substantially harmful to the NRC programs. (ii)
- To the extent that national security permits, a summary or description of the records or other physical evidence is made available to the individual. In every such case, information as to the authenticity and accuracy of the physical evidence furnished by the investigative agency must be considered. (iii)
- Whenever information is made part of the record under paragraph (6)(g) or (6)(h) of this exhibit, the record must contain certification evidencing that the required determination has been made. (i)
- If the Hearing Official determines that additional investigation of any material information is required, he or she shall request in writing that the Director, SEC, arrange for the investigation and shall specify those issues upon which more evidence is requested and identify, when possible, any persons or sources that might provide the evidence sought. (j)
- A written transcript of the entire proceeding shall be made by a person possessing appropriate NRC access authorization and, except for portions containing Restricted Data or National Security Information, or other lawfully withholdable information, a copy of this transcript will be furnished to the individual without cost. (k)

Recommendation of the Hearing Official (7)

- The Hearing Official's findings and recommendation shall be based upon the entire record, consisting of the transcript of the hearing, the documentary and other evidence adduced therein, and the statement of charges and any associated amendment and answer. The Hearing Official shall also consider the circumstances of the receipt of evidence and the nature and sensitivity of the job the individual is performing or may be expected to perform. (a)
 - The Hearing Official shall make specific findings on each charge in the statement of charges, including the reasons for his or her findings, and shall make a recommendation as to the action that should be taken in the case. (b)
 - The Hearing Official's recommendation shall be predicated upon his or her findings. If, after considering all the factors, the Hearing Official is of the opinion that the individual has clearly demonstrated that approving him or her for unescorted access to nuclear
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Exhibit 11 (continued)

Recommendation of the Hearing Official (7) (continued)

power facilities or for access to unclassified SGI does not constitute an unreasonable risk to the public health and safety; or approving him or her for access to sensitive NRC automated information systems and data does not constitute an unreasonable risk to the security of such systems and data, a favorable recommendation must be made; otherwise, an adverse recommendation must be made. (c)

- The Hearing Official shall submit his or her findings and recommendation in a signed report with the record of the case to the EDO as soon as possible. (d)
- The Hearing Official shall not consider the possible impact of the loss of the individual's services upon the NRC program. (e)

New Evidence (8)

After the close of the hearing, in the event the individual discovers new evidence not previously available or known to him or her, the individual may petition the Hearing Official if the Hearing Official's recommendation has not yet been issued, or thereafter, the EDO to reopen the record to receive that evidence. If the Hearing Official or the EDO, respectively, deems it material and appropriate, the record may be reopened to accept the evidence either by stipulation, with the agreement of the Hearing Counsel, or in a reconvened hearing.

Actions by the EDO on the Recommendations (9)

- Upon receipt of the findings and recommendation from the Hearing Official, and the record, the EDO at his or her discretion may return the record for further proceedings by the Hearing Official with respect to specific matters designated by the EDO. (a)
- If no further proceedings are necessary, upon receipt of the findings and the recommendation by the Hearing Official, the EDO, on the basis of the record accompanied by all findings and recommendations, shall make a final determination on whether the individual is eligible for unescorted access to nuclear power facilities, for access to unclassified SGI, or for access to sensitive NRC automated information systems and data. (b)
- In making his or her determination, the EDO shall give due consideration to the favorable as well as the unfavorable information concerning the individual. (c)
- In the event of an adverse determination, the EDO shall promptly notify the individual of his or her final decision concerning the individual's eligibility and of his or her findings with respect to each charge contained in the statement of charges. (d)
- In the event of a favorable determination, the EDO shall promptly notify the individual. (e)

Attachment 14
SPARE PARTS

The following spare parts are needed and are currently on hand:

2	Inline 1222
1	BC4035A Board
1	QL4000S Board
1	16 MG Memory (for Cubix)
1	IES Supervisory Board BC3035
1	AMX Infrared Board
1	AMX Master Control Card
1	AMX 232 Card
1	AMX Card Server
1	Inline 2100
	10BaseT Ethernet cable

Attachment 15
MAINTENANCE PARTS (spares, replacements and new equipment)

CLIN 0004, 1004, 2004, 3004 and 4004 - Maintenance Parts (spares, replacements and new equipment)

4.1 Voice/ET Subsystem Components

Any components of the ET Teleconferencing System, ET video camera, ET table microphones, wireless lapel microphone, ET custom control panel, Gentner Echo canceller/auto couplers, disks for the digital telephone recorders.

4.2 Display Subsystem Components

Any components of the Video Distribution Subsystem (Autopatch matrix switch, AMX control panels, scan doublers, EDL monitors, tuners, document stations, surveillance camera/monitor, BARCO monitors), static and reference displays (clocks, message boards, Labelle copy boards)

4.3 Data Subsystem Components

Any components of the RCS system (file/print server), asynchronous communications server, notebook computers, backup tapes, printers, modems, non-infrastructure software and upgrades of existing packages)

4.4 HOO Database Subsystem Components

Any components of the HOO database subsystem (HOO workstations, servers, printers/scanners/fax machines, modems/fax modems (internal and external), backup tapes, mice, keyboards, hard drives, non-infrastructure software and upgrades of existing packages)

CONTRACTOR SPENDING PLAN - INSTRUCTIONS

The Contractor Spending Plan (CSP) is an important tool for projecting and tracking contract costs and progress each task under the contract.

Applicability

The Nuclear Regulatory Commission (NRC) requires that the CSP be completed for cost reimbursement contracts when the award amount is expected to exceed \$100,000 and the period of performance is expected to exceed 6 months. For task order type contracts, a CSP is required when an individual cost reimbursement task order is expected to exceed the above thresholds. When a contract or task order modification increases the contract or task order amount of a cost reimbursement contract or task order to over \$100,000 and the period of performance from the effective date of the modification to the contract or task order expiration exceeds 6 months, a CSP is required for all contract work to be performed after the effective date of the modification.

Submission

1. A CSP is required:
 - a. as part of the cost proposal for a cost reimbursement contract or individual task order, or modification to a contract or task order which meets the above thresholds;
 - b. as part of the Best and Final Offer (if requested) as a result of negotiations;
2. Updated CSP information is required on a monthly basis or as approved by the CO as part of the "Financial Status Report" (Ref: Section F.3, "Financial Status Report").

Format

The attached CSP sample format may be duplicated and used by the Contractor, or modified to permit more accurate reporting or to meet other needs of the contractor. For instance, the sample format provides spaces to report projected costs for 12 months, but the contractor may wish to alter the sample format for shorter or longer contract/task order periods. The contractor may also wish to alter the sample format for ease of typing or automated production. So long as complete information is provided on actual and projected costs or accomplishments, changes to the format to improve relevance to the circumstances are encouraged.

It is up to the discretion of the offeror to determine the appropriate level of cost detail to be presented based on the complexity of the effort. This plan reflects only the minimum requirements for submission of cost details which will be considered for completeness, reasonableness, and as a measure of effective management of the effort. The Contracting Officer reserves the right to request additional cost information, if deemed necessary.

CONTRACTOR SPENDING PLAN (CSP)

(to be completed as a part of the Offeror's Cost Proposal for each cost reimbursement contract or individual task order or for any contract or task order modification which exceeds \$100,000 and has a performance period exceeding 6 months)

Solicitation No. _____ Performance Period: from ____/____/____ to ____/____/____
Contract No. _____

Task Order No. _____
Modification No. _____
Offeror/Contractor Name: _____

Total Estimated Costs (including fixed fee, if any) of the Proposed Contract/Task Order/Modification (to a contract or task order) at the time of proposal submission.
Does not include options.

\$ _____

Provide cost details by month for the total contract/task order/or task order modification

Cost Elements	<u>1st Month</u>	<u>2nd Month</u>	<u>3rd Month</u>	<u>4th Month</u>	<u>5th Month</u>	<u>6th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

Cost Elements	<u>7th Month</u>	<u>8th Month</u>	<u>9th Month</u>	<u>10th Month</u>	<u>11th Month</u>	<u>12th Month</u>
Direct Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Indirect Costs	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Estimated Costs including fixed fee if any	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Completion	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

SECTION H

2052.204-70 SECURITY

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC

Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

(e) **Definition of National Security Information.** The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) **Definition of Restricted Data.** The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) **Definition of Formerly Restricted Data.** The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) **Security Clearance Personnel.** The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

"SITE ACCESS BADGE REQUIREMENT"

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) approval for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level, if any, of IT approval required for all individuals working under this contract.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I

Performance under this contract will involve prime contractor personnel, subcontractors or others who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I).

The IT Level I involves responsibility for the planning direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including the hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access. Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Limited Background Investigation (LBI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch,

Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated LBI) in accordance with the procedures found in NRC MD 12.3, Part 1. The individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/ DFS for review and favorable adjudication, before the individual's first day of employment. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3. Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL II

Performance under this contract will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems and data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system by an individual whose work is normally technically reviewed by an IT I sensitivity employee to ensure the integrity of the system; other positions involving a degree of access to a system that creates a significant potential for damage or personal gain but less than that of IT Level I positions; and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of MD 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Access National Agency Check with Inquiries (ANACI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in

MD 12.3, Part 1. The individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, before the individual's first day of employment. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3. Exhibit 1 and E. O. 12968.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments) which furnishes the basis for providing security requirements to prime contractors, subcontractors or others (e.g. bidders) who have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems and data or other access to such systems and data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings or otherwise requires NRC photo identification or card-key badges.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for investigation is to be withdrawn or canceled, the contractor shall immediately notify the Project Officer by telephone in order that he/she will contact the PERSEC/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing to the Project Officer who will forward the confirmation to the PERSEC/DFS. Additionally, PERSEC/DFS must be immediately notified when an individual no longer requires access to NRC sensitive automated information systems and data, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC Personnel Security Program.

"SITE ACCESS BADGE PROCEDURES"

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

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

A contractor employee shall not have access to NRC facilities until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS), first for temporary access (based on a favorable adjudication of their security forms) and final access (based on favorably adjudicated background checks by General Services Administration) in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

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



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

OCTOBER 2004

OBTAINING COPIES OF RECORDS FROM
THE PUBLIC DOCUMENT ROOM

PLACING ORDERS FOR COPIES OF RECORDS. Copies of records maintained at the PDR or publicly available in the Agencywide Documents Access and Management System (ADAMS) may be obtained by visiting the PDR at One White Flint North, 11555 Rockville Pike (first floor), Rockville, MD 20852; by calling the PDR, Reference Services, at 301-415-4737 or 1-800-397-4209; writing to the PDR at Mail Stop 0-1 F13, USNRC, Washington, DC 20555; by E-mail (PDR@NRC.GOV) or by fax at (301) 415-3548.

In ordering records identified on appendices to NRC's responses to Freedom of Information Act requests, a person may place a telephone order whenever all records are being requested, or a limited number of records from different file locations are being requested. If a requester is interested in only some of the records identified on appendices, the requester should place a check mark beside each requested record identified on the appendices and send copies of the marked pages to the PDR. The PDR staff will then arrange for the records to be copied by the copying service contractor.

PAYMENTS. Payment for reproduction services can be accomplished in several modes. Prepayment will be required for requesters without established accounts. A deposit account may be established by contacting Best Copy and Printing Inc. (BCPI), 11746 Parklawn Drive, Rockville, MD 20852, 301-816-2820. The contractor also accepts the following credit cards for orders totaling \$10 or over, Visa, MasterCard, Discover, and American Express.

INQUIRIES REGARDING ORDERS. Inquiries related to the status of reproduction orders should be addressed in the following manner:

1. For records ordered by a telephone call to the PDR, contact the PDR and provide the approximate date of the telephone request, the name of the entity to be billed, and the method of delivery of records to you.
2. For records ordered by an on-site visit to the PDR, contact the contractor and provide him with the following information obtained from your copy of the reproduction request form: date of order, entity to be billed, the request number and the method of delivery of records to you. The contractor's telephone number is 301-816-2820.
3. For records ordered by letter, fax, or e-mail to the PDR, contact the PDR and reference your letter.

CHARGES. Requests for the reproduction of records at the U.S. Nuclear Regulatory Commission (NRC) Public Document Room (PDR) in Rockville, MD, are performed by a copying service contractor, BCPI. The contract for copying services provides for the following rates for copying records maintained at the PDR.

1. Paper to paper reproduction is \$0.30 per page up to and including 11"x17". Pages larger than 11"x17", including engineering drawings, are \$1.50 per square foot. **Note:** Pages

greater than legal size, 8 ½"x14", but smaller than or equal to 11"x14", shall be reduced to legal size *unless* the order specifically requests full size reproduction.

2. Microfiche to paper reproduction is \$0.30 per page. Aperture cards to paper is \$3.00 per square foot.
3. Electronic Full Text (EFT) files (ADAMS documents) (OCR, PDF, TIFF) to paper reproduction is \$0.30 per page. Electronic Full Text (EFT) copying of ADAMS documents to CD-ROM is \$5.00 plus \$.15 per page for each accession number on the CD-ROM and \$5.00 for each additional CD-ROM necessary to complete the job. CD-ROM to paper reproduction is \$0.30 per page. CD-ROM to CD-ROM duplication is \$10.00 each.
4. Microfiche or aperture card reproductions are \$5.00 each.
5. *Rush Processing Service* is available at an additional fee for many services. Contact the PDR for information.
6. All turnaround times refer only to the duplication service provided by the contractor and do not include the time spent by PDR reference staff to assist users, to identify and retrieve documents, or to prepare orders for users.
7. Facsimile (fax) service includes local, domestic, and foreign. Fax delivery charges are: \$1.00 per page for local calls; \$2.00 per page for U.S. long distance; and \$6.00 per page for foreign long distance. A \$0.30 per page copy fee is added to the total.

Orders completed for mailing by the U.S. Postal Service or by a private delivery service will include an additional fee for the actual mailing, shipping or delivery service rate. Unless a user requests special packaging materials, there is no additional charge by the contractor for wrapping materials and handling.

The contractor can also reproduce diskettes, video cassettes, audio cassettes and DVD disks. Contact the PDR for additional information.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.214-34	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	NOV 1999
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	JAN 1999
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.225-10	NOTICE OF BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM REQUIREMENT-- CONSTRUCTION MATERIALS	FEB 2000
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR 2000
52.237-1	SITE VISIT	APR 1984

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a CPFF, Requirements contract resulting from this solicitation.

L.4 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sharon D. Stewart

Hand-Carried Address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
11545 Rockville Pike
Rockville MD 20852

Mailing Address:

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2

Washington DC 20555

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[HTTP://WWW.ARNET.GOV/FAR](http://WWW.ARNET.GOV/FAR)

L.7 2052.215-72 TIMELY RECEIPT OF PROPOSALS (DATE)

Sealed offers for furnishing the services or supplies in the schedule are due at the date and time stated in block 9 of Standard Form 33, Solicitation, Offer and Award. Offers sent through the U.S. Mail (including U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee) must be addressed to the place specified in the solicitation. All hand-carried offers including those made by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the NRC loading dock security station located at 11545 Rockville Pike, Rockville, Maryland 20852 and received in the depository located in Room T-7-I-2. All offerors should allow extra time for internal mail distribution or for pick up of hand-carried deliveries. NRC is a secure facility with

perimeter access-control and NRC personnel are only available to receive hand-carried offers during normal working hours, 7:30 AM - 3:30 PM, Monday through Friday, excluding federal holidays.

L.8 2052.215-73 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS (DATE)

(a) All offerors will be notified of their exclusion from the competitive range in accordance with FAR 15.503(a)(1). Pursuant to the requirements of FAR 15.503(a)(2), preliminary notification will be provided before award for small business set-aside procurements on negotiated procurements. The contracting officer shall provide written postaward notice to each unsuccessful offeror in accordance with FAR 15.503(b).

(b) It is also brought to your attention that the contracting officer is the only individual who can legally commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give informal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

L.9 2052.215-74 DISPOSITION OF PROPOSALS (JAN 1993)

After award of the contract, one copy of each unsuccessful proposal is retained by the NRC's Division of Contracts and Property Management in accordance with the General Records Schedule 3(5)(b). Unless return of the additional copies of the proposals is requested by the offeror upon submission of the proposals, all other copies will be destroyed. This request should appear in a cover letter accompanying the proposal.

L.10 2052.216-70 LEVEL OF EFFORT (JAN 1993)

The NRC's estimate of the total effort for this project is approximately see section J attachment number 17 professional and see section J attachment 17 clerical staff-years for the duration of this contract. This information is advisory and is not to be considered as the sole basis for the development of the staffing plan. For the purposes of the Government estimate, 2000 hours constitute a staff year.

L.11 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993)

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirements; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

L.12 AMENDMENTS TO PROPOSAL

Changes to the Proposal by the offeror shall be accomplished by amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside page margin. The offeror shall include the date of the amendment on the lower right hand edge of the page.

L.13 NOTE TO GSA SCHEDULE VENDORS

GSA Schedule vendors should be aware of paragraph 1.e of the Special Provisions of the Solicitation for Offers for the ADP Schedule, a vendor may offer better prices, terms and conditions than are available under its Schedule contract without an offer being considered a price reduction under the "Price Reduction" provision of the Schedule. Questions should be directed to GSA.

L.14 ESTIMATED DURATION (JUN 1988)

The duration of the contract is estimated to be one year. (See section F for any option periods)

L.15 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

L.16 FORMAT FOR WRITTEN TECHNICAL PRESENTATION DOCUMENTATION AND ORAL TECHNICAL PRESENTATION**1 GENERAL INSTRUCTIONS**

(a) Offerors shall complete and return two (2) original signed copies of this solicitation package which is the Standard Form 33, "Offer, Solicitation and Award" and all continuation pages. All applicable sections must be completed by the Offeror and submitted to the NRC by the date and time prescribed in block 9 of the Standard Form 33, "Offer, Solicitation and Award."

(b) Offerors shall submit two (2) original and four (4) copies of the Written Technical Presentation Documentation by the date and time prescribed in block 9 of the Standard Form 33, "Offer, Solicitation and Award. Instructions for Written Technical Presentation Documentation are found Subparagraph 2 of this Article.

(c) Offerors shall submit two (2) original and four (4) copies of the written Cost Proposal at the time prescribed in block 9 of Standard Form 33, "Offer, Solicitation and Award." Instructions for the Written Cost proposal are found under Article 4.

(d) Neither the Written Technical Presentation Documentation nor

the Oral Technical Presentation may contain any reference to cost. Resource information, such as data concerning labor hours and categories, materials, subcontracts, computer time, etc., must be included in the proposals so that the Offeror's understanding of the scope of work may be evaluated.

(e) Instructions for the Oral Technical Presentation are found under subparagraph 3 of this Article.

(f) Offerors shall respond fully and completely to all sections of the solicitation package and to the elements that are described in Article 2.1 Written Technical Presentation Documentation, and in Article 3.1 Topics for Oral Technical Presentation.

(g) Correctness of the proposal. Caution -- Offerors are hereby notified that all information provided in its written proposal and oral presentation including all resumes, must be accurate, truthful, and complete to the best of the Offeror's knowledge and belief. The Commission will rely upon all representations made by the Offeror both in the evaluation process and for the performance of the work by the Offeror selected for award. The Commission may require the Offeror to substantiate the credentials education, and employment history of its employees, subcontractor personnel, and consultants, through submission of copies of transcripts, diplomas, licenses, etc.

(h) The entire technical proposal, consisting of both the Written Technical Presentation Documentation and the Oral Technical Presentation will be evaluated against the Evaluation and Award Factors, Section M. Therefore, the Offeror shall submit full and complete information as set forth below to permit the Government to make a thorough evaluation and a sound determination that the proposed approach will have a reasonable likelihood of meeting the requirements and objectives of this procurement in accordance with the Evaluation Criteria set forth in Section M.4.

2. INSTRUCTIONS FOR WRITTEN TECHNICAL PRESENTATION DOCUMENTATION

(a) Offerors must address the topics listed in Subparagraph 2.1 Topics for Written Technical Presentation Documentation.

(b) All written material inclusive of notes to accompany overheads or 35mm slides, and resumes shall be typed using a minimum of Courier 10cpi type font. Charts, organizational matrices, and overheads or 35 mm slides shall be typed using a minimum of Courier 12cpi type font. All written material shall be printed, and reproduced on letter-size paper. Each copy must be legible.

(c) The Written Technical Presentation Documentation shall not exceed 30 pages exclusive of resumes. The page limitation shall be inclusive of lists (personnel by discipline, and current/previous contracts), charts, matrices, and outline of work for course presentation, design and development. Written copies of overheads or 35mm slides, and notes to accompany overheads or 35mm slides shall be submitted in accordance with item 3.g below. Offerors shall follow the prescribed formats and page length for all requested

documentation in accordance with the instructions for the document.

2.1 WRITTEN TECHNICAL PRESENTATION DOCUMENTATION TOPICS

Topic A.I QUALIFICATIONS OF CONTRACTOR PERSONNEL

(a) The objective of this part of the Written Technical Presentation documentation shall be to clearly demonstrate to the NRC that the offeror can provide personnel who have the technical experience and qualifications specified in the statement of work to support the NRC's requirements.

(b) Identify all key personnel, including backup personnel, to be utilized in the performance of any resulting contract. Discuss current and planned availability of all proposed key and backup personnel.

(c) Identify any former NRC employees that may be utilized in the performance of the contract including their NRC employment history.

(d) Describe the source of personnel required for performance of each task including those not presently employed by the offeror. If any resource personnel are committed to other work, describe the types and terms of the commitment(s). Note specifically the personnel that will be employed at the time of contract award.

(e) If the offeror plans to subcontract any of the work to be performed, list proposed subcontractors by name. Identify any key personnel and provide a detailed description of the work to be performed by the subcontractor.

(f) If the offeror plans to obtain consultant services, explain the need for such services. List the proposed consultants by name, describe the work they will perform under this contract, and include related past work experience. Individuals who are employees of the Contractor or of the U. S. Government are prohibited from being paid as a consultant under this contract.

(g) Include resumes for all key and backup personnel to be utilized in the performance of any resulting contract. Include educational background; training background; experience; abilities and specific information to address the personnel qualification requirements in the SOW item 3 (CONTRACTOR PERSONNEL) The offeror shall present one-page resumes in the format which follows.

RESUME FORMAT

- a. Name and Title
- b. Name of Firm with which associated
- c. Years of Experience
 - with this Firm
 - with other Firms

- d. Education:
 - Degree(s)/Year/Specialization
- f. Active Registration: Year first registered/Discipline
(Note: "Discipline" refers to the primary technological capability of individuals in the Offeror's firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline. Include a list of publications. The NRC reserves the right to request examples of such publications at the sole discretion of the NRC Contracting Officer.)
- g. Other Experience and Qualifications relevant to the Statement of Work; broad knowledge and understanding of NRC regulations, policies, guideline requirements pertinent to the SOW; demonstrated experience in performing tasks similar to those described in Section C; thorough familiarity with industry practices and codes; clearly demonstrate that the Instructor/developer have the capability to address complex issues.
- h. Denote if the person proposed will fill a Key Personnel position. As this person will be considered by the NRC to be critical to this contract effort (ref. Section H), the Offeror shall submit a statement on the resume defining the percentage of time this person will commit to this task.
- i. Denote if the person proposed is not presently employed by the Offeror. If the proposed person is under commitment, describe the terms of the commitment(s). Note specifically if the person will be employed at the time of contract award.

Topic B.I TECHNICAL APPROACH

- (a) Discuss the statement of work to substantiate the offeror's understanding of the requirements.
- (b) Discuss the proposed method of approach to meet the contract objective identified in the SOW Section of this solicitation.
- (c) Indicate potential problem areas and the approach to be taken to resolve said areas.
- (d) State any interpretations, requirements, or assumptions.

Note: Statements which paraphrase the statement of work without communicating the specific approach proposed by the offeror, or statements to the effect that the offeror's understanding can or will comply with the statement of work may

be construed as an indication of the offeror's lack of understanding of the statement of work and objectives.

3. INSTRUCTIONS FOR ORAL TECHNICAL PRESENTATION

(a) Offerors must address the topics listed in Subparagraph 3.1 Topics for Oral Technical Presentation. The Offeror's Senior Manager is requested to present the discussion of the Offeror's and any subcontractors', if required, Qualifications of Contractor Personnel, and Technical Approach. The Offeror's Total presentation time shall be no no longer than 90 minutes with an additional 15 minute break.

(b) The NRC will schedule Oral Technical Presentations by drawing lots after the receipt of Offers. At a minimum, oral presentations will be scheduled within five working days between the receipt of offers and the date of the first presentation. The NRC will advise Offerors of the date and time for presentation of their Oral Technical Presentation. The late proposal rule (FAR 52.215-1, Instructions to Offerors--Competitive Acquisition) will not be applied to the oral presentation. The NRC reserves the right to reschedule oral presentations at the sole discretion of the NRC Contracting Officer.

(c) The Oral Technical Presentation shall not constitute discussions as defined in FAR 15.306. The NRC reserves the right to award without discussions (reference also, the evaluation section of the solicitation).

(d) During the oral presentation, NRC evaluators will not ask the Offeror to elaborate on ideas or otherwise request information. Clarification requests will be limited to asking the Offeror to repeat statements that were not heard clearly. The definition of "Clarification" is that of FAR 15.306(a) which provides, "Clarification...means limited exchanges between the Government and offerors, that may occur when award without discussions is contemplated. Offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor clerical errors. It is achieved by explanation or substantiation, either in response to Government inquiry or as initiated by the Offeror(C)larification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision." The NRC will not inform an Offeror of their strengths, deficiencies, or weaknesses during the presentation, and the NRC will not engage in bargaining during the presentation.

(e) The oral technical presentation shall not encompass price or cost and fee. Instructions for preparation of the written cost proposal are provided in Item(4) below.

(f) The Oral Technical and Management Presentation shall be held at the NRC Headquarters located on Rockville Pike, in

Rockville, Maryland. Further details regarding the conference room and available seating will be given at the time Offerors are notified of the date for their presentation. Each conference room will have a viewing screen for the overheads or 35mm slides. The NRC may provide overhead projectors and 35mm slide carousels on a limited basis. A point of contact and telephone number will be provided at the time Offerors are notified of the date for their presentation should they require such equipment.

(g) All Offerors shall document the main points of the Oral Technical Presentation on overheads or 35mm slides and provide an original and three printed copies of the overhead or slides to the Contracting Officer for distribution to the Source Evaluation Panel. Alternately, Offerors may provide a one-page note to accompany each overhead or slide with an original and three printed copies thereof to be distributed to the Source Evaluation Panel by the Contracting Officer. All printed copies must be legible. Offerors are prohibited from taping or recording their own presentations. Should the NRC tape or record the Offeror's presentation, the NRC will NOT provide the Offeror with a copy of the tape or recording.

(h) In addition to the NRC Contracting Officials, members of the NRC will attend from the NRC Operations Center.

3.1. TOPICS FOR ORAL TECHNICAL PRESENTATIONS

Topic A.II QUALIFICATIONS OF CONTRACTOR PERSONNEL

The objective of this part of the Oral Technical Presentation shall be to clearly demonstrate to the NRC that the Offeror and the proposed personnel have: (1) experience in the operations and administration of an integrated system which includes local area networks (NT and Novell), display systems and other information technologies; (2) demonstrated the ability to work independently and successfully accomplish duties with minimal supervisory oversight (minimum of 5 years); (3) a sound, thorough, practical and theoretical knowledge of local area networks; (4) experience with and knowledge of the following operating system platforms and software: Windows 9x/NT4 or higher, Novell 4.11 or higher; Novell GroupWise 5 or higher; MS Office 97 or higher; Corel WordPerfect Suite 8 or higher; Microsoft Internet Explorer 4 or higher; Netscape Communicator 4 or higher; (5) experience in supporting relational database management systems; specifically, they will be expected to support Sybase and Microsoft Access relational systems; and (6) demonstrated experience in performing tasks similar to those described in Section C and clearly demonstrate that the personnel have the capability to perform the requirements in the SOW Section.

TOPIC B.II. TECHNICAL APPROACH

In this part of the Oral Technical Presentation, the Offeror

shall fully discuss the proposed method of approach to meet the contract objective for (1) Operation of an Operations Center Information Management System; (2) providing preventive and remedial maintenance of an Operations Center Information Management System; (3) Modifications/enhancements of an Operations Center Information Management System; and (4) Maintaining and Updating/Revising Documentation associated with the Operations Center Information Management System identified in Section C. Describe the methods, procedures, and criteria to be used in staffing, managing and evaluating personnel performance as it relates to this contract so as to demonstrate to the NRC that the Offeror has a realistic personnel management plan to assure the availability of the workforce required to support the NRC's requirements. The Offeror shall specify the supervisory levels at which each of these actions is to take place.

Describe the extent to which the Offeror plans to place subcontracts for this work. Describe the work they will perform under this contract.

Describe the extent to which the Offeror plans to obtain consultant services. Explain the need for such service and describe the work they will perform under this contract.

Note: Statements which paraphrase the statement of work without communicating the specific approach proposed by the offeror, or statements to the effect that the offeror's understanding can or will comply with the statement of work may be construed as an indication of the offeror's lack of understanding of the statement of work and objectives.

[End of Provision]

4. Cost Proposal

(a) The offeror shall provide its detailed cost/price proposal. The cost/price proposal shall be prepared in careful compliance with the instructions that follow. The offeror shall also provide a copy of its current GSA schedule contract or commercial price list.

(b) The cost proposal shall be submitted separately from the Technical and Management Proposal or Oral Presentation and Supporting Documentation (as applicable).

(c) The offeror's request for an exception to submitting cost or pricing data shall be made in accordance with FAR 52.215-20 (a).

(d) If the contracting officer does not grant the offeror an exception from the requirement to submit cost or pricing data, the offeror's cost proposal shall conform with the requirements of FAR 52.215-20(b). Cost information must include pertinent details sufficient to show the elements of cost upon which the total cost is predicted in accordance with Table 15-2 of FAR

15.408.

(e) When the offeror's estimated cost for the proposed work exceeds \$100,000 and the duration of the contract period exceeds six months, the offeror shall submit a Contractor Spending Plan (CSP) as part of its cost proposal. Guidance for completing the CSP is attached.

(f) For any subcontract discussed under the Technical and Management Proposal, or Oral Presentation Material, provide supporting documentation on the selection process, i.e. competitive vs. noncompetitive, and the cost evaluation.

(g) Actual local travel costs will be reimbursed in accordance with Federal Travel Regulations. To estimate local travel costs, the Contractor should assume that the one contractor personnel will travel to the NRC Headquarters in Rockville, Maryland once per month during the performance period. In addition, the offeror shall provide information which must include pertinent details sufficient to show the elements of cost upon which the proposed travel cost is predicated. The total estimated local travel trips is: BASE YEAR (12); OPTION YR 1 (12); OPTION YR 2 (12); OPTION YR 3 (12); OPTION YR 4 (12).

(End of Provision)

L.17 NOTICE TO OFFERORS - CERTIFICATE PERTAINING TO FOREIGN INTERESTS

a. All offerors are hereby notified that the NRC contemplates an award involving access to classified information in accordance with the clause in Section H.4 entitled "Foreign Ownership, Control, or Influence over Contractor (FOCI)". Award will not be made unless the NRC's Division of Facilities and Security (DFS) makes an affirmative FOCI determination for the apparent successful offeror. Where there is insufficient lead time between selection and contract award to allow a pre-award FOCI determination, the NRC may award a contract. However, the contractor may not access classified information until such time as the contracting officer provides written notification that an affirmative FOCI determination has been completed and access is permitted. The NRC reserves the right to cancel the award at no cost to the Government if the contractor fails to obtain the required FOCI approval within 30 calendar days after contract award.

b. Only the apparent successful offeror shall be required to submit the information required in the "Certificate Pertaining to Foreign Interests" (Certificate) attached to the attachment Section. Such submittal shall be made by the date stated in the NRC Contracting Officer's written request prior to award.

c. Where an apparent successful offeror is a contractor not possessing a current (within five years from the date of this offer) affirmative FOCI determination, the NRC Contracting

Officer shall provide the apparent successful offeror with current guidelines for completing the FOCI information required in the Certificate and a format for listing the contractor's officers and directors.

d. If an apparent successful offeror previously received an affirmative FOCI determination from the NRC or another federal agency (e.g., the Department of Defense or the Department of Energy) within five years from the date of the offer, the offeror may submit the following representation upon receipt of the NRC Contracting Officer's written request for FOCI information:

Notice of Nonapplicability for Foreign Ownership Control, or Influence Over Contractors (FOCI)

I represent that I need not complete the information required in the "Certificate Pertaining to Foreign Interests" because an affirmative FOCI determination has been made based upon previous representations made to:

[insert name of federal agency office and date of prior representations]

and I represent that the previous representations remain accurate, current (within five years from the date of this offer), and complete.

Company Name and Address:

Signature _____
(See Note 1)

Name _____

Title _____

Note 1. Signature shall be an authorized official. That is, an official identified in the organization's Articles of Incorporation or By-Laws as responsible for managing the business affairs of the organization, or any other employee, identified by name, of the organization if designated in writing by such an authorized official as having been delegated authority to execute FOCI representations on behalf of the organization.

The NRC Contracting Officer shall verify this representation through DFS. If DFS is unable to verify the apparent successful offeror's representation, the apparent successful offeror shall be required to submit the information required in the Certificate by the date requested by the NRC Contracting Officer.

(End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) EVALUATION OF OPTIONS	JUL 1990

M.2 2052.215-79 CONTRACT AWARD AND EVALUATION OF PROPOSALS (DATE)

(a) By use of narrative and numerical (as appropriate) scoring techniques, proposals are evaluated against the evaluation factors specified in paragraph M.4 below. These factors are listed in their relative order of importance.

(b) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value, as defined in FAR 2.101, after evaluation in accordance with the factors and subfactors in the solicitation.

(c) The Government may:

(1) Reject any or all proposals if such action is in the Government's interest.

(2) Waive informalities and minor irregularities in proposals received.

(d) The Government intends to evaluate proposals and award a contract without discussions with offerors. The Government reserves the right to seek proposal clarifications (e.g., capability issues as described in FAR 15.306(a) or minor or clerical errors as described in FAR 14.407); and hold communications as described in FAR 15.306(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at

which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(f) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(g) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(h) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(i) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(j) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(k) A separate cost analysis is performed on each cost proposal. To provide a common base for evaluation of cost proposals, the level of effort data must be expressed in staff hours. Where a Contractor Spending Plan (CSP) is required by other provisions of this solicitation, consideration is given to the Plan for completeness, reasonableness, and as a measure of effective management of the effort.

M.3 METHOD OF AWARD

Award will be made to the responsive responsible offeror whose proposal is most advantageous to the Government, price and other factors considered. Proposals shall be evaluated based upon the technical factors and subfactors described in section M.4 (listed in descending order of importance), and for price reasonableness. Prior to being evaluated in terms of the technical factors and subfactors, proposals must meet the requirements set forth in section C, and be compliant with the terms and conditions of this solicitation. Offerors proposed costs will be considered

independently of the technical criteria and will not of themselves be accorded any specific numerical rating. If there are no significant technical differences among offerors, cost alone will be the determining factor for source selection.

M.4 FINAL EVALUATION CRITERIA

The following criteria will be used to evaluate the technical and cost proposals from the three firms selected to participate in the solicitation and award steps of the focused source selection process. The results of the initial assessment (CORPORATE WORK EXPERIENCE 20 points) and (CUSTOMER SATISFACTION -PAST PERFORMANCE 35 points) will be used with the results of the final evaluation to rank proposals received during the solicitation and award steps of the focused source selection process. Firms selected to participate in the solicitation and award steps will also be given the opportunity to provide supplemental information relating to their Capability Statement for NRC's consideration.

NOTE: The entire technical proposal, consisting of both the Written Technical Presentation Documentation and the Oral Technical Presentation, will be evaluated against the Evaluation Criteria presented below. All evaluation factors other than price, when combined, are significantly more important than, price.

The Offeror should ensure that its Written Technical Presentation Documentation and its Oral Technical Presentation contain full and complete information as required in the "Format for Written Technical Presentation Documentation and Oral Technical Presentation" Section within this solicitation in order to permit the NRC to perform a thorough evaluation and make a sound determination of whether the proposal will have a reasonable likelihood of meeting the requirements of this procurement in accordance with the evaluation criteria. The following criteria and weight factors will be used to evaluate the technical merit of each Offeror's proposal:

QUALIFICATIONS OF CONTRACTOR PERSONNEL:

30

Extent to which the proposed personnel are qualified and experienced to perform the work required in this solicitation, including, as a minimum, education background; training background; and the specific information necessary to address the Qualification Requirements of the SOW.

TECHNICAL APPROACH:

15

Extent to which the Offeror's understanding of the requirements set forth in the solicitation demonstrates soundness of the Offeror's approach to meeting these requirements, including as a minimum, methods used to Operate and maintain an Information Management System.

[End of Provision]