

2. CONTRACT (Proc. Inst. Ident.) NO. **NRC-33-90-210** 3. EFFECTIVE DATE **11-10-89** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY **U.S. Nuclear Regulatory Commission** CODE **Division of Contracts & Property Management**
Washington, DC 20555 6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
Data Base Company, Inc.
8928 McGaw Court
Columbia, MD 21045 8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
NET 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN **ITEM 12**

11. SHIP TO/MARK FOR **Refer to Section F.3 Herein** CODE **U.S. Nuclear Regulatory Commission**
Division of Accounting & Finance CODE **GOV/COM**
Section Washington, DC 20555

12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission** CODE **GOV/COM**
Section Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(c)(1) 41 U.S.C. 253(c)(1) 14. ACCOUNTING AND APPROPRIATION DATA
B&R No. 0102065250 **FIN No. D1871-0**
Appro. No. 31X0200.010 **Oblig. \$179,000.00**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
The U.S. Nuclear Regulatory Commission hereby accepts Data Base Co., Inc.'s proposal dated 3/15/89 and revisions thereto, dated 7/6/89, all of which are incorporated herein by reference to provide Archival Record Storage and Related Services as specified herein. This is a fixed price requirement type contract. Funds will be incrementally provided.					
8912050277 891109 PDR CONTR NRC-33-90-210 PDC					ESTIMATED
15G. TOTAL AMOUNT OF CONTRACT					\$356,700.14

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

19A. NAME AND TITLE OF SIGNER (Type or print)
Robert F. Metel GENERAL MANAGER

20A. NAME OF CONTRACTING OFFICER
Elois J. Wiggins

19B. NAME OF CONTRACTOR
Data Base Company

19C. DATE SIGNED
11-9-89

20B. UNITED STATES OF AMERICA
 BY **Elois J. Wiggins**
 (Signature of Contracting Officer)

20C. DATE SIGNED
11-9-89

ADMINISTRATIVE CHANGES

The following administrative changes are hereby made:

Paragraph No.

- B.2.a is completed by inserting the amount of \$356,700.14
- B.2.b is completed by inserting the amount of \$179,000.00
- B.3. The Pricing Schedule is hereby deleted entirely and substituted with the following revised Pricing Schedule.

BASIC TWO YEAR REQUIREMENT

	Estimated Quantity	Unit	Unit Price	Amount
1. Environmentally protected storage area, minimum of 3,400 sq.ft. The amount shall be computed as follows: Actual sq. footage reserved for NRC x unit price x no. of months = Amount	24 months	sq.ft. per month	\$ 1.45	\$ 174,000.00
2. Environmentally controlled storage area, 24 months The amount shall be computed as follows: Estimated quantity x unit price x no. of months = Amount	1,000 cu.ft.	cu.ft. per month	\$ 2.80	\$ 67,200.00
3. Environmentally controlled storage area for classified material, 24 months The amount shall be computed as follows: Estimated quantity x unit price x no. of months = Amount	1,000 cu.ft.	cu.ft. per month	\$ 3.10	\$ 74,400.00
4. Transportation changes for pickup/delivery between the AF and the NRC locations listed in Section C.3.8 (1.4 stops per day x 21.1 avg. number of days per month x \$15.00 per stop)		per stop	\$ 15.00	\$ 10,634.40
4a. Round trip involving emergency delivery between the AF and one of the NRC locations listed in Section C.3.8	24	round trip	\$ 75.00	\$ 1,800.00
4b. Round trip involving pickup/delivery between the AF and the Washington National Records Center (WNRC)	288	round trip	\$ 45.00	\$ 12,960.00

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	Estimated Quantity	Unit	Unit Price	Amount
4c. Round trip involving emergency pickup/delivery between the WNRC and one of the NRC locations listed in Section C.3.8	24	round trip	<u>\$75.00</u>	<u>\$1,800.00</u>
4d. Delivery of boxes to Simkins Industries for destruction	24	round trip	<u>\$87.26</u>	<u>\$2,094.24</u>
5. Contractor's charge for processing boxes of records as new jobs	1,680	box	<u>\$2.00</u>	<u>\$3,360.00</u>
6. Contractor's charge for preparing boxes of records for destruction	1,800	box	<u>\$2.00</u>	<u>\$3,600.00</u>
7. Contractor's charge for preparing boxes of records for transfer to the WNRC	600	box	<u>\$2.00</u>	<u>\$1,200.00</u>
8. Contractor's charge for conducting annual inventory	2	full inventory	<u>\$650.00</u>	<u>\$1,300.00</u>
9. Contractor's charge for conducting periodic inventory checks NTE 200 items	12	checks	<u>\$105.00</u>	<u>\$1,250.00</u>
10. Contractor's charge for receipt and processing of boxes of records shipped from Regional offices	400	box	<u>\$2.00</u>	<u>\$800.00</u>
11. Contractor's charge for replacing/reboxing damaged records center box	50	box	<u>\$2.10</u>	<u>\$100.00</u>
12. Contractor's charge for receipt of NRC supplies shipped by NRC staff or commercial vendors	10	shipment	<u>\$19.15</u>	<u>\$191.50</u>

Total estimated amount for the two year period \$356,700.14

NOTE: The unit price for Line Items Nos. 1, 2, and 3 shall include all requirements set forth in Sections C.3.3, C.3.4, and C.3.5. respectively.
NTE = Not to exceed

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OPTION YEAR PERIOD

	Estimated Quantity	Unit	Unit Price	Amount
13. Environmentally protected storage area, minimum of 3,400 sq.ft. The amount shall be computed as follows: Actual sq. footage reserved for NRC x unit price x no. of months = Amount	12 months	sq. ft. per month	<u>\$1.45</u>	<u>\$87,000.00</u>
14. Environmentally controlled storage area, 12 months The amount shall be computed as follows: Estimated quantity x unit price x no. of months = Amount	1,000 cu.ft.	cu.ft. per month	<u>\$ 2.80</u>	<u>\$33,600.00</u>
15. Environmentally controlled storage area for classified material, 12 months The amount shall be computed as follows: Estimated quantity x unit price x no. of months = Amount	1,000 cu.ft.	cu.ft. per month	<u>\$ 3.10</u>	<u>\$ 37,200.00</u>
16. Transportation changes for pickup/delivery between the AF and the NRC locations listed in Section C.3.8 (1.4 stops per day x 21.1 avg. number of days per month x \$15.00 per stop)			per stop <u>\$ 15.00</u>	<u>\$ 5,317.20</u>
16.a Round trip involving Emergency delivery between the AF and one of the NRC locations listed in Section C.3.8	12	round trip	<u>\$ 75.00</u>	<u>\$ 900.00</u>
16.b Round trip involving pickup/delivery between the AF and the Washington National Records Center (WNRC)	144	round trip	<u>\$ 45.00</u>	<u>\$ 6,480.00</u>

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	Estimated Quantity	Unit	Unit Price	Amount
16c. Round trip involving emergency pickup/delivery between the WNRC and one of the NRC locations listed in Section C.3.8	12	round trip	<u>\$75.00</u>	<u>\$ 900.00</u>
16d. Delivery of boxes to Simkins Industries for destruction	12	round trip	<u>\$87.26</u>	<u>\$ 1,047.12</u>
17. Contractor's charge for processing boxes of records as new jobs	840	box	<u>\$2.00</u>	<u>\$ 1,680.00</u>
18. Contractor's charge for preparing boxes of records for destruction	900	box	<u>\$2.00</u>	<u>\$ 1,800.00</u>
19. Contractor's charge for preparing boxes of records for transfer to the WNRC	300	box	<u>\$ 2.00</u>	<u>\$ 600.00</u>
20. Contractor's charge for conducting annual inventory	1	full inventory	<u>\$650.00</u>	<u>\$ 650.00</u>
21. Contractor's charge for conducting periodic inventory checks NTE 200 items	6	checks	<u>\$105.00</u>	<u>\$ 630.00</u>
22. Contractor's charge for receipt and processing of boxes of records shipped from Regional offices	200	box	<u>\$ 2.00</u>	<u>\$ 400.00</u>
23. Contractor's charge for replacing/reboxing damaged records center box	25	box	<u>\$ 2.00</u>	<u>\$ 50.00</u>
24. Contractor's charge for receipt of NRC supplies shipped by NRC staff or commercial vendors	5	shipment	<u>\$19.15</u>	<u>\$ 95.75</u>

Total estimated amount for the option year period \$178,350.00

Total estimated amount - basic two year requirement and one year option \$ 535,050.21

NOTE: The unit price for Line Item Nos. 13, 14, and 15 shall include all requirements set forth in Sections C.3.3, C.3.4, and C.3.5. respectively.

NTE = Not to exceed

Paragraph No.

F.2 is completed by inserting "the effective date."

F.3 is corrected to read as follows:

Delivery of reporting requirements and place of delivery shall be in accordance with the specification set forth under Section C.3.15.1, C.3.15.2, C.3.15.4 and C.3.15.5 of this contract. The contractor shall submit a copy of these reports to the Contracting Officer as well as the Project Officer.

Other deliverables (i.e. records, forms, etc.) shall be as specified in the Statement of Work.

F.4 is hereby incorporated into this contract as setforth on the following page.

F.4 PLACE OF DELIVERY--REPORTS (MAR 1987)

The reports to be furnished hereunder shall be delivered, with all charges paid by the contractor, to:

a. Project Officer (1 copy)

U.S. Nuclear Regulatory Commission
Contract Number: NRC-33-90-210
Office of Information and Resource Management
Division of Information Support Services
Mail Stop: P-530
Washington, DC 20555

b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
Contract Number: NRC-33-90-210
Division of Contracts and Property Management
Contract Administration Branch
Mail Stop: P-902
Washington, DC 20555

Paragraph No.

G.1 is completed as follows:

Name: Wayne Davis
Address: U.S. Nuclear Regulatory Commission
Office of Information and Resource Management
Division of Information Support Services, P-530
Washington, DC 20555
Telephone: (301) 492-4249

G.2 is completed by inserting the following:

Data Base Company, Inc.
307 S. 140th
Seattle, WA 98168

The following FAR clauses are hereby incorporated in full text under Section I of this contract and made a part thereof:

Section I

I.10 REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY (52.203-10)
(MAY 1989)

(a) The Government, at its election, may reduce the price of a fixed price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (c) of this clause if the head of the agency or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the FAR. In the case of a contract modification, the fee subject to reduction is the fee associated with the particular contract modification.

(b) Prior to making such a fee or profit reduction, the agency head or his or her designee shall provide to the Contractor a written notice of the action being considered and the basis therefor. The Contractor shall have a period determined by the agency head or his or her designee, but in no event less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or his or her designee may, upon good cause shown, determine to reduce the contract or contract modification price or fee by an amount which is less than the amount determined under paragraph (c) of this clause.

(c) The price or fee reduction referred to in paragraph (a) of

this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 10 percent of the amount of each award fee otherwise payable to the contractor for each incentive period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award;

(ii) When the contract provides for multiple deliverables, reduce the amount otherwise payable to the contractor upon each delivery and acceptance by an amount determined by the Contracting Officer to be the profit portion of each payable amount until the cumulative total of such reductions is equal to the initial target profit amount specified in the contract at the time of contract award;

(iii) In addition to any other withholdings, retentions or reserves, reduce the amount of progress payments otherwise payable in connection with each invoice or voucher properly submitted by the contractor for payment until the aggregate progress payments amounts so withheld equal the initial target profit established at the time of contract award; or

(iv) If the Government elects either (c)(4) (ii) or (iii) of this clause, at the time of total final price establishment, the price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the amount of initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price. Any progress payments amounts retained by the Government in (c)(4)(iii) of this clause shall be returned to the contractor, if appropriate.

(5) For firm-fixed-price contract or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

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contractor's price or fee in accordance with the procedures of paragraphs (b) and (c) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract or modification for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I.11 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (52.209-6) (MAY 1989)

(a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. If a Contractor intends to subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the list of Parties Excluded from Procurement Programs), a corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into such subcontract. The notice must include the following:

(1) The name of the subcontractor;

(2) The Contractor's knowledge of the reasons for the subcontractor being on the list of Parties Excluded from Procurement Programs;

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the list of Parties Excluded from Procurement Programs; and

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(b) The Contractor's compliance with the requirements of 52.209-6 will be reviewed during Contractor Purchasing System Reviews (see FAR Subpart 44.3).

(End of clause)

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I.12 RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS
(52.225-13) (MAY 1989)

(a) Definitions. (1) "Component part," means any article which is not usable for its intended functions without being imbedded or integrated into any other product and which, if used in production of a finished product, would be substantially transformed in that process.

(2) "Finished product," means any article which is usable for its intended function without being imbedded in, or integrated into, any other product. It does not include an article produced by a person, other than a sanctioned person, that contains parts or components of the sanctioned person if the parts or components have been substantially transformed during production of the finished product.

(3) "Sanctioned person," means a company or other foreign person upon whom prohibitions have been imposed.

(4) "Substantially transformed," when referring to a component part or finished product, means that the part or product has been subjected to a substantial manufacturing or processing operation by which the part or product is converted or combined into a new and different article of commerce having a new name, character, and use.

(b) General. Section 2443 of the Multilateral Export Control Enhancement Amendments Act (Pub. L. 100-418) and Executive Order 12661, effective December 28, 1988, impose, for a period of 3 years, with certain exceptions, a prohibition on contracting with, or procuring (including rental and lease/purchase) directly or indirectly the products or services of (1) Toshiba Machine Company, (2) Kongsberg Trading Company, (3) Toshiba Corporation, or (4) Kongsberg Vaapenfabrikk. The Act and Executive Order also prohibit, for the same 3-year period, the importation into the United States of all products produced by Toshiba Machine Company and Kongsberg Trading Company. These prohibitions also apply to subsidiaries, successor entities or joint ventures of Toshiba Machine Company or Kongsberg Trading Company.

(c) Restriction. Unless listed by the Contractor in its offer, in the solicitation provision at FAR 52.225-i2, Notice of Restrictions on Contracting with Sanctioned Persons, or unless one of the exceptions in paragraph (d) of this clause applies, the Contractor agrees that no products or services delivered to the Government under this contract will be products or services of a sanctioned person.

(d) Exceptions. The restrictions apply --

(1) To finished products of nonsanctioned persons containing components of a sanctioned person if these components have been substantially transformed during the manufacture of the finished product.

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(i) The products are designed to the specifications of a nonsanctioned person marketed under the trademark, brand or name of the nonsanctioned person;

(ii) The business relationship between the nonsanctioned person and the sanctioned person clearly existed prior to June 30, 1987; and

(iii) The nonsanctioned person is not directly or indirectly owned by a sanctioned person.

(3) If a determination has been made in accordance with FAR 25.1003 (a) or (b).

(e) Award. Award of any contract resulting from this solicitation will not affect the Contractor's obligation to comply with importation regulations of the Secretary of the Treasury.

(End of clause)

I.13 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT
INTEGRITY -- MODIFICATION. 52.203-9 (MAY 1989)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract. A contract modification may not be executed without the certification.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY -- MODIFICATION (MAY 1989)

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

(2) As required by subsection 27(d)(1)(B) of the Act, I further certify that each officer, employee, agent, representative, and consultant of

_____ (Name of offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (c), or (e) of the Act, as implemented in the FAR, pertaining to this procurement.

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

_____ (Signature of the Officer
or Employee Responsible for the Modification Proposal)

_____ (Date)

_____ (Typed Name of the
Officer or Employee Responsible for the Modification Proposal]

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

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the Contractor may rely upon the certification by an officer, employee, agent, representative, or consultant that such person is in compliance with the requirements of subsections 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as implemented in the FAR, unless the Contractor knows, or should have known, of reasons to the contrary. The Contractor may rely upon periodic certifications that must be obtained at least annually, supplemented with periodic training programs. These certifications shall be maintained by the Contractor for a period of 6 years from the date of execution.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)

I.14 PROMPT PAYMENT (52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, an perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

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defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, will be as close as possible to, but not later than the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not

made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(7) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor-

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a

percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

I.15 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS
(52.232-28) (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(End of Clause)

SOLICITATION, OFFER AND AWARD

OMB No. 0505-0005

1. TITLE: Archival Record Storage and Related Services

2. CONTRACT NO.	3. SOLICITATION NO. RFP-RS-ARM-89-140 REVISED	4. TYPE OF SOLICITATION Negotiated (RFP) SET-ASIDE (See Section L)
-----------------	---	--

5. DATE ISSUED 2/15/89	6. REQUISITION/PURCHASE NO. ARM-89-140
---------------------------	---

7. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Mail Stop P-1042 Washington, DC 20555	8. ADDRESS OFFER TO All proposals should be addressed as indicated in Block 7, however, handcarried proposals (including Express Mail) must be delivered to the address in Block 9.
--	--

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

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, in the depository located in Room 1011, 7920 Norfolk Avenue, Bethesda, Maryland 20814, until 2:00 P.M. local time on March 16, 1989
*****CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: Joyce P. Bazin
B. TELEPHONE NO.: 301-492-7182 (No Collect Calls)

11. TABLE OF CONTENTS

PART/SECTION	DESCRIPTION
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A	SOLICITATION/CONTRACT FORM
B	SUPPLIES OR SERVICES AND PRICES/COSTS
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
D	PACKAGING AND MARKING
E	INSPECTION AND ACCEPTANCE
F	DELIVERIES OR PERFORMANCE
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K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
M	EVALUATION FACTORS FOR AWARD

EXCEPTION TO STANDARD FORM 33
APPROVED BY GSA/OIRM 6/85

STANDARD FORM 33 (REV-4-85)
FAR(48 CFR) 23.214(C)

SOLICITATION, OFFER AND AWARD

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
 10 Calendar days _____% 20 Calendar days _____% 30 Calendar days _____% _____ Calendar days _____%

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

AMENDMENT NO	DATE	AMENDMENT NO	DATE
--------------	------	--------------	------

15A. NAME AND ADDRESS OF OFFEROR
 DUNS Code: Facility:

16. NAME AND TITLE OF PERSON
 AUTHORIZED TO SIGN OFFER

(Type or Print)

15B. TELEPHONE NO. (Include Area Code)

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

17. SIGNATURE:

18. OFFER DATE:

19. ACCEPTED AS TO ITEMS NUMBERED _____ AWARD (To be completed by Government)
 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 () 10 U.S.C. 2304(c)() () 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 25:
 (4 copies unless otherwise specified)

24. ADMINISTERED BY
 (If other than Item 7)

25. PAYMENT WILL BE MADE BY

U.S. Nuclear Regulatory Commission
 Division of Accounting and Finance
 GOV/COM Accounting Section
 Washington, DC 20555

26. NAME OF CONTRACTING OFFICER (Type or Print) 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Signature of Contracting Officer)

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

EXCEPTION TO STANDARD FORM 33
 APPROVED BY GSA/OIRM 6/85

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OFFERORS/BIDDERS PLEASE NOTE:

An (*) means the information is to be incorporated into any resultant contract.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE I (MAR 1987)****a. Brief description of work:**

Provide Archival Record Storage and Related Services which includes environmentally protected storage area, environmentally controlled storage, environmentally controlled storage (classified), pickup and delivery services and miscellaneous related services.

b. Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. The NRC reserves the right to withdraw a proposed order at any time prior to its formal award. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all task orders issued hereunder.

(End of Clause)

**B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS
(MAR 1987)**

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is ____*. The Contracting Officer or other individual specifically authorized under this contract may unilaterally increase this amount as necessary for completion of orders placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The amount presently obligated with respect to this contract is ____*. The Contracting Officer may issue orders for work up to amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph A above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

Section B

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B.3 PRICING SCHEDULE-Best & Final Offer

BASIC TWO YEAR REQUIREMENT

	Estimated Quantity	Unit	Unit Price	Amount
1. Environmentally protected storage area, minimum of 3,400 sq.ft. The amount shall be computed as follows: Actual sq. footage reserved for NRC x unit price x no. of months = Amount	24 months	sq.ft. per month	\$ <u>1.45</u>	\$ <u>174,000.00</u>
5,000 sq. ft. avail. for the NRC See Schedule A				
2. Environmentally controlled storage area, 24 months The amount shall be computed as follows: Estimated quantity x unit price x no. of months = Amount	1,000 cu.ft.	cu.ft. per month	\$ <u>2.80</u>	\$ <u>67,200.00</u>
See Schedule A				
3. Environmentally controlled storage area for classified material, 24 months The amount shall be computed as follows: Estimated quantity x unit price x no. of months = Amount	1,000 cu.ft.	cu.ft. per month	\$ <u>3.10</u>	\$ <u>74,400.00</u>
See Schedule A				
4. Transportation charges for pickup and delivery services:				
4a. Round trip involving pickup/delivery between the AF and no more than 3 of the NRC locations listed in Section C.3.8	400	round trip	\$ _____	\$ _____
See Schedule B				
4b. Round trip involving pickup/delivery between the AF and no more than 6 of the NRC locations listed in Section C.3.8	70	round trip	\$ _____	\$ _____
4c. Round trip involving pickup/delivery between the AF and 7 or more of the NRC locations listed in Section C.3.8	10	round trip	\$ _____	\$ _____
4d. Round trip involving emergency delivery between the AF and one of the NRC locations listed in Section C.3.8	24	round trip	\$ <u>75.00</u>	\$ <u>1,800.00</u>
4e. Round trip involving pickup/delivery between the AF and the Washington National Records Center (WNRC)	288	round trip	\$ <u>45.00</u>	\$ <u>12,960.00</u>

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Section B

	Estimated Quantity	Unit	Unit Price	Amount
4f. Round trip involving emergency pickup/delivery between the WNRC and one of the NRC locations listed in Section C.3.8	24	round trip	\$ <u>75.00</u>	\$ <u>1,800.00</u>
4g. Delivery of boxes to Simkins Industries for destruction	24	round trip	\$ <u>87.26</u>	\$ <u>2,094.24</u>
5. Contractor's charge for processing boxes of records as new jobs	1,680	box	\$ <u>2.00</u>	\$ <u>3,360.00</u>
6. Contractor's charge for preparing boxes of records for destruction	1,800	box	\$ <u>2.00</u>	\$ <u>3,600.00</u>
7. Contractor's charge for preparing boxes of records for transfer to the WNRC	600	box	\$ <u>2.00</u>	\$ <u>1,200.00</u>
8. Contractor's charge for conducting annual inventory	2	full inventory	\$ <u>650.00</u>	\$ <u>1,300.00</u>
9. Contractor's charge for conducting periodic inventory checks NTE 200 items	12	checks	\$ <u>105.00</u>	\$ <u>1,260.00</u>
10. Contractor's charge for receipt and processing of boxes of records shipped from Regional offices	400	box	\$ <u>2.00</u>	\$ <u>800.00</u>
11. Contractor's charge for replacing/reboxing damaged records center box	50	box	\$ <u>2.00</u>	\$ <u>100.00</u>
12. Contractor's charge for receipt of NRC supplies shipped by NRC staff or commercial vendors	10	shipment	\$ <u>19.15</u>	\$ <u>191.50</u>

Total estimated amount for the two year period \$ _____ See Attached

NOTE: The unit price for Line Items Nos. 1, 2, and 3 shall include all requirements set forth in Sections C.3.3, C.3.4, and C.3.5. respectively.
NTE = Not to exceed

SUBTOTAL ESTIMATED AMOUNT FOR THE TWO YEAR PERIOD \$346,067.74

ESTIMATED TRANSPORTATION CHARGES BASED ON SCHEDULE B
FOR THE BASIC TWO YR RQ: (1.4 AVE STOPS PER DAY
x 21.1 AVE NBR OF DAYS PER MONTH x \$15.00 PER
STOP) \$10,634.40

TOTAL ESTIMATED AMOUNT FOR THE TWO YEAR PERIOD ~~346,067.74~~ \$356,700.14

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Section B

OPTION YEAR PERIOD

	Estimated Quantity	Unit	Unit Price	Amount
13. Environmentally protected storage area, minimum of 3,400 sq.ft. The amount shall be computed as follows: Actual sq. footage reserved for NRC x unit price x no. of months = Amount	12 months 5,000 sq. ft. avail. for the NRC	sq. ft. per month	\$ <u>1.45</u>	\$ <u>87,000.00</u>
See Schedule A				
14. Environmentally controlled storage area, 12 months The amount shall be computed as follows: Estimated quantity x unit price x no. of months = Amount	1,000 cu.ft.	cu.ft. per month	\$ <u>2.80</u>	\$ <u>33,600.00</u>
See Schedule A				
15. Environmentally controlled storage area for classified material, 12 months The amount shall be computed as follows: Estimated quantity x unit price x no. of months = Amount	1,000 cu.ft.	cu.ft. per month	\$ <u>3.10</u>	\$ <u>37,200.00</u>
See Schedule A				
16. Transportation charges for pickup and delivery services:				
16a. Round trip involving pickup/delivery between the AF and no more than 3 of the NRC locations listed in Section C.3.8	200	round trip	\$ _____	\$ _____
See Schedule B				
16b. Round trip involving pickup/delivery between the AF and no more than 6 of the NRC locations listed in Section C.3.8	35	round trip	\$ _____	\$ _____
16c. Round trip involving pickup/delivery between the AF and 7 or more of the NRC locations listed in Section C.3.8.	5	round trip	\$ _____	\$ _____
16d. Round trip involving Emergency delivery between the AF and one of the NRC locations listed in Section C.3.8	12	round trip	\$ <u>75.00</u>	\$ <u>900.00</u>
16e. Round trip involving pickup/delivery between the AF and the Washington National Records Center (WNRC)	144	round trip	\$ <u>45.00</u>	\$ <u>6,480.00</u>

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	Estimated Quantity	Unit	Unit Price	Amount
16f. Round trip involving emergency pickup/delivery between the WNRC and one of the NRC locations listed in Section C.3.8	12	round trip	\$ <u>75.00</u>	\$ <u>900.00</u>
16g. Delivery of boxes to Simkins Industries for destruction	12	round trip	\$ <u>87.26</u>	\$ <u>1,047.12</u>
17. Contractor's charge for processing boxes of records as new jobs	840	box	\$ <u>2.00</u>	\$ <u>1,680.00</u>
18. Contractor's charge for preparing boxes of records for destruction	900	box	\$ <u>2.00</u>	\$ <u>1,800.00</u>
19. Contractor's charge for preparing boxes of records for transfer to the WNRC	300	box	\$ <u>2.00</u>	\$ <u>600.00</u>
20. Contractor's charge for conducting annual inventory	1	full inventory	\$ <u>650.00</u>	\$ <u>650.00</u>
21. Contractor's charge for conducting periodic inventory checks NTE 200 items	6	checks	\$ <u>105.00</u>	\$ <u>630.00</u>
22. Contractor's charge for receipt and processing of boxes of records shipped from Regional offices	200	box	\$ <u>2.00</u>	\$ <u>400.00</u>
23. Contractor's charge for replacing/reboxing damaged records center box	25	box	\$ <u>2.00</u>	\$ <u>50.00</u>
24. Contractor's charge for receipt of NRC supplies shipped by NRC staff or commercial vendors	5	shipment	\$ <u>19.15</u>	\$ <u>95.75</u>

Total estimated amount for the option year period \$ _____ See Attached
See Attached

Total estimated amount - basic two year requirement and one year option \$ _____

NOTE: The unit price for Line Item Nos. 13, 14, and 15 shall include all requirements set forth in Sections C.3.3, C.3.4, and C.3.5. respectively.

NTE = Not to exceed

SUBTOTAL ESTIMATED AMOUNT FOR THE OPTION YEAR PERIOD	\$173,032.87
ESTIMATED TRANSPORTATION CHARGES BASED ON SCHEDULE B FOR THE OPTION YEAR PERIOD: (1.4 AVE STOPS PER DAY x 21.1 AVE NBR OF DAYS PER MONTH x \$15.00 PER STOP)	\$5,317.20
TOTAL ESTIMATED AMOUNT FOR THE OPTION YEAR PERIOD	=====
	\$178,350.07
	=====
TOTAL ESTIMATED AMOUNT -- BASIC TWO YEAR REQUIREMENT AND THE OPTION YEAR PERIOD	\$535,050.21
	=====

NRC PRICE LADDER

SCHEDULE A

STORAGE TYPE	LADDER	PRICE
ENVIRO PROTECTED	0001 - 1000	\$1.85
3400 SQ. FT.	1001 - 2000	\$1.75
	2001 - 3000	\$1.65
	3001 - 4000	\$1.55
	4001 - 5000	\$1.45
ENVIRO CONTROLLED	001 - 600	\$6.80
1000 CU. FT.	601 - 900	\$4.80
	901 - 1200	\$2.80
ENVIRO CNTL\CLASS	001 - 200	\$7.10
1000 CU. FT.	201 - 400	\$6.10
	401 - 600	\$5.10
	601 - 800	\$4.10
	801 - 1000	\$3.10

C.1 STATEMENT OF WORK (MAR 1987)

BACKGROUND

The Nuclear Regulatory Commission (NRC), like all Federal agencies, must comply with specific statutes and regulations governing the management of Federal records. Based on the statutes contained in the Federal Records Act of 1950, as amended, and the Paperwork Reduction Act of 1980, NRC is required to: create and preserve records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the agency; establish effective management controls over the creation, maintenance and use of records; promote the maintenance and security of records deemed appropriate for preservation, and facilitate the segregation and disposal of records of temporary value. Within the NRC, the Records and Reports Management Branch (RRMB) is vested with the responsibility of ensuring compliance with these regulations and creating and maintaining a program to manage the agency's records.

C.2. SCOPE OF WORK/OBJECTIVES

- C.2.1 The Records and Reports Management Branch maintains an active and continuing program to economically and efficiently manage the agency's records. Three major objectives of this program are: to: (a) preserve records of archival value; (b) destroy records of temporary value as soon as their purpose has been served; and (c) remove noncurrent records from office space and filing equipment to less expensive storage facilities, thereby improving use of files and reducing maintenance costs.
- C.2.2 To accomplish these objectives, RRMB must maintain an offsite records storage facility and related services to provide for the indefinite preservation of NRC's environmentally sensitive archival records as well as the economical storage, rapid retrieval, and eventual disposal of NRC's noncurrent temporary records. This facility, hereafter referred to as the "Archival Facility" or "AF", functions as an extension of office file areas by providing for the storage, subsequent referencing, and ultimate disposition of official agency records until their legal retention period has been met, or until they are eligible for transfer to a Federal Records Center or the National Archives. Accordingly, the Archival Facility serves as a storage area for NRC records with an established disposal date, and a holding and staging area for archival NRC records scheduled to be transferred to the Washington National Records Center (WNRC) in Suitland, Maryland, or offered to the National Archives of the United States.
- C.2.3 The Archival Facility must provide secure storage for all physical forms of classified and unclassified NRC records, hard copy (paper), magnetic media (tape and disk), microform, etc. Because different record media require diverse storage conditions, the AF must provide economical storage for unclassified paper records as well as environmentally controlled storage for classified and unclassified record media that require controlled and stable conditions.
- C.2.4 Additionally, provisions must be made to effectively control and service the records stored in the facility. The Records and Reports Management Branch manages the Archival Facility and initiates and coordinates all contractor services for its operation. The RRMB assigns all identification numbers to the records stored in the AF and maintains an automated accountability system to manage and control the inventory. As directed by the RRMB through specific work assignments, the AF contractor provides the

services necessary to operate the facility. These services include:

- a. Picking up boxes of records from NRC office areas for initial placement in the facility, delivering the boxes to the AF, marking the boxes with identification numbers assigned by the RRMB, and filing each box at the location within the AF specified by the RRMB.
- b. Retrieving records from the AF and delivering the records to various NRC offices in the Washington, D.C. area.
- c. Picking up previously withdrawn records from NRC offices, delivering them to the AF, and refiling them in their proper locations.
- d. Performing annual inventories of all NRC records stored in the AF.
- e. Performing periodic inventory checks of withdrawn and refilled records.
- f. Receiving, processing, and filing, boxes of records shipped from NRC's Regional Offices.
- g. Removing records that have met their retention periods from the AF inventory, preparing the records for recycling, and delivering them to an authorized paper recycler.

C.2.5

Because the Archival Facility also functions as a temporary holding and staging area for NRC records scheduled to be transferred to the Washington National Records Center in Suitland, Md., the contractor, as directed by the RRMB, prepares boxes of records for transfer to the WNRC, and provides pickup and delivery of NRC records between the AF, and the WNRC.

C.2.6

The movement of all NRC records by the AF contractor, from initial retirement, through subsequent withdrawals, to final disposition, is initiated and controlled by the RRMB. All record transfers are audited by use of an NRC Form 500 "Record Transfer Verification" with NRC staff and the AF contractor signing for the pickup and/or delivery of records.

C.3. REQUIREMENTS/SPECIFICATIONS

C.3.1 Unless otherwise specified, the contractor shall furnish all personnel, facilities, equipment, and services required to satisfy NRC's record storage and retrieval requirements as described in this Statement of Work and the Standard Operating Procedures for the Archival Facility (AFSOP).

C.3.2 FACILITY REQUIREMENTS

C.3.2.1 The contractor shall provide a single above ground record storage facility located within a one hour drive during normal business hours from the following Federal establishments:

- a. NRC's Bethesda, Maryland office at 7920 Norfolk Avenue.
- b. The Washington National Records Center at 4205 Suitland Road, Suitland, Maryland.

C.3.2.2 The facility shall be equipped with a facsimile machine (fax) to receive written work orders transmitted from NRC's Bethesda, Md. office.

C.3.2.3 The contractor shall provide NRC with the following space:

- a. An Environmentally Protected Area for the storage of unclassified hard copy records.
- b. An Environmentally Controlled Area for the storage of classified archival records.
- c. An Environmentally Controlled Area for the storage of unclassified environmentally sensitive archival records.

C.3.2.4 Following are the specifications required for each area:

C.3.3

ENVIRONMENTALLY PROTECTED STORAGE AREA

- a. The contractor shall provide an environmentally protected storage area of not less than 3400 square feet nor more than 5000 square feet for the storage of unclassified hard copy records that are contained in 1 cubic foot record center boxes approximately 15" X 12" X 10 1/2" in size. The boxes will be stored on steel shelving approximately 11 feet high which will be furnished by the NRC. At the inception of the contract, NRC will have approximately 9000 record center boxes filled with records to store in this area.
- b. The Environmentally Protected Area shall meet the conditions specified in Title 36 Code of Federal Regulations (36 CFR) Subpart J 1228.222 "Facility Standards for agency record centers," which is incorporated herein by reference and made a part hereof.
- c. This area shall be for the exclusive storage of NRC records and shall be sealed off from access from any adjacent areas.
- d. The area shall be accessible from the outside through a separate locking entry door for which the contractor shall provide the NRC with 3 keys within five calendar days after award.
- e. The area shall be equipped with an independent anti-intrusion alarm system, or equivalent, to protect against unlawful entry after hours. The contractor shall provide the NRC with the codes or keys necessary to activate this system within five calendar days after award.
- f. The NRC shall have access to this area at any time without prior notification to the contractor.
- g. The contractor shall provide all general repairs, (i.e. leaky ceilings, light bulbs, jammed doors, etc.) cleaning, and maintenance for this area and shall perform normal housekeeping duties not less than once per week.
- h. At the inception of the contract, the contractor shall provide to the NRC Project Officer a list of all contractor employees that will require access to the NRC area to perform the services required under this contract. The contractor shall immediately convey to the NRC Project Officer any subsequent additions or deletions from this authorization list confirmed in writing.

- i. The contractor shall ensure that only authorized contractor employees performing official NRC business are permitted access to the NRC area. The contractor shall escort and remain with any unauthorized employees requiring access to the NRC area to perform the services required under this contract (cleaning and maintenance crews, etc.). The contractor shall ensure that the NRC area is secure upon exiting the facility.
- j. In addition to meeting the conditions of 36 CFR Subpart J 1228.222, the Environmentally Protected Area shall contain:
 1. Direct access to a loading bay with a locking overhead door no less than eight feet high and eight feet wide. The overhead door shall open to the outside to allow the loading of pallets approximately 4 feet wide and 4 feet long onto contractor and Federal Records Center vehicles. The NRC shall be provided with 3 keys to the locking mechanism on the overhead door within five days after award.
 2. A single line telephone installed in a central location with access to local and long distance service.
 3. Lights and heat.
 4. Electrical power outlets (minimum of 8).
 5. Direct access to an adjacent room at least 10 feet by 10 feet with a locking door to serve as an NRC office area. The contractor shall provide all cleaning and maintenance for the office area and shall perform normal housekeeping duties not less than once per week. This room shall contain:
 - a. One standard desk, 30" X 60".
 - b. Four chairs.
 - c. One table, 30" X 60".
 - d. Electrical power outlets (minimum of 4).
 - e. Two telephones with separate lines with access to local and long distance service.
 - f. Lights, heat, and cooling to maintain an adequate work environment.
 6. Direct access to an adjacent room with standard restroom facilities. The contractor shall provide all supplies, and maintenance for the restroom facilities and shall perform normal housekeeping duties not less than once per week.

C.3.4

ENVIRONMENTALLY CONTROLLED STORAGE

- a. The contractor shall provide environmentally controlled storage of up to 1000 cubic feet for the following types of environmentally sensitive NRC records:
1. Microfiche - Silver and Non-Silver.
 2. Aperture Cards - Silver and Non-Silver.
 3. Color and Black and White Negatives up to 4' by 6'.
 4. Roll Film.
 5. Magnetic Tape (ADP Type).
 6. Magnetic Tape (Audio Type - Reel and Cassette).
 7. Floppy Disks.
 8. Optical Disks.
 9. Miscellaneous Material, e.g., Models, Photographs, other physical evidence.
- b. The environmentally controlled storage area shall meet all of the following standards and specifications which are incorporated herein by reference and made a part hereof:
1. American National Standards Institute (ANSI) PH1.43 Current issue.
 2. National Fire Protection Association (NFPA) 232 Current issue.
 3. Title 36 Code of Federal Regulations (36 CFR) Part 1230 Subpart B section 20, "Standards for the Maintenance, Use and Disposition of Microform Records."
 4. Title 36 Code of Federal Regulations (36 CFR) Part 1232 section 4 (b,3), "Audiovisual Records Management."
 5. Title 36 Code of Federal Regulations (36 CFR) Part 1234 section 4 (i,j) "Care, handling, and storage of magnetic computer tapes and disk packs."
- c. All NRC materials shall be stored in/on cabinets, shelves, or racks. NRC will furnish all microfiche and aperture card storage equipment. At the inception of the contract, NRC will provide to the contractor 18 standard 10 drawer microfiche cabinets and one 4' x 4' x 6' map cabinet (two sections and base).
- d. The contractor shall furnish on an as needed basis

storage racks for storing/filing ADP Magnetic Tapes, and steel shelving for the storage of other NRC record media. All cabinets, racks, and shelves, containing NRC records, shall be for the exclusive storage of NRC material. The contractor shall mark or label the racks and shelving with individual location identifying numbers that will be compatible with RRMB's automated record accountability system.

- e. The contractor shall designate a specific area for the storage of NRC materials and shall expand this area as needed.
- f. The contractor shall allow designated NRC personnel access to the NRC materials stored in the environmentally controlled area during normal business hours Monday through Friday 7:30 am to 4:15 pm and shall make the area accessible within one hour following verbal notification from the NRC Project Officer during non-business hours.
- g. The contractor shall not remove, rearrange, or in any way disturb the NRC materials stored in this area unless authorized to do so by the NRC Project Officer or designee.
- h. The NRC will require storage space in the environmentally controlled area in 100 cubic foot increments up to a maximum of 1000 cubic feet. The NRC will provide 30 days notice to the contractor of its intent to purchase such increments, or release to the contractor of such increments. The contractor will be compensated only for the cubic footage dedicated for NRC use on a month by month basis. At the inception of the contract, the NRC will purchase 800 cubic feet of space in the environmentally controlled area.

C.3.5

ENVIRONMENTALLY CONTROLLED STORAGE FOR CLASSIFIED RECORDS

- a. The contractor shall provide environmentally controlled storage of up to 1000 cubic feet for NRC records classified up to and including SECRET National Security Information.
- b. This area shall conform to all the standards and specifications cited for the environmentally controlled area in Section C.3.4.b of this Statement of Work.
- c. This area shall conform to the requirements and specifications of NRC Manual Chapter 2101 "NRC Security Program" and its appendices which are incorporated herein by reference and made a part hereof.
- d. All NRC materials shall be stored in/on shelves cabinets, or racks. At the inception of the contract, NRC will require storage space for nine 5 drawer legal size security filing cabinets, and approximately 100 one cubic foot record center boxes. The contractor shall provide on an as needed basis all racks, and shelving needed to store the NRC materials in this area. All cabinets, racks, and shelves, containing NRC records shall be for the exclusive storage of NRC material. The contractor shall mark or label the racks and shelving with individual location identifying numbers that will be compatible with RRMB's automated record accountability system.
- e. All NRC hard copy records stored in this area shall be contained in lockable 22-gauge steel document containers (app. 13"L x 11"H x 17"D) that must be able to accommodate one cubic foot record center boxes. The contractor shall furnish the metal document containers on an as needed basis.
- f. The contractor shall furnish serial-numbered security clips on an as needed basis to secure the metal document containers.
- g. The contractor shall allow authorized NRC personnel access to this area during normal business hours and shall make the area accessible to authorized NRC personnel within one hour following verbal notification from the NRC Project Officer during non-business hours.
- h. The contractor shall designate a specific area for the exclusive storage of NRC materials and shall expand this area as necessary.

1. The contractor shall not remove, rearrange, or in any way disturb the NRC materials stored in this area unless authorized to do so by the NRC Project Officer or designee.

3. The NRC will require storage space in the environmentally controlled area for classified material in 100 cubic foot increments up to a maximum of 1000 cubic feet. The NRC will provide 30 days notice to the contractor of its intent to purchase such increments, or release to the contractor of such increments. The contractor will be compensated only for the cubic footage dedicated for NRC use on a month by month basis. At the inception of the contract, the NRC will purchase 200 cubic feet of space in the environmentally controlled area for classified material.

C.3.6

SERVICES

Unless otherwise specified, the contractor shall furnish all personnel, equipment, and vehicles necessary to perform the services as described in this Statement of Work and the Standard Operating Procedures for the Archival Facility. The contractor shall provide services as listed below during normal working hours, 7:30 am to 4:15 pm Monday through Friday excluding Federal Holidays.

C.3.7

PICKUP/DELIVERY SERVICES

The pickup and delivery services that will be required under this contract will involve all physical forms of NRC records, paper, magnetic tape and disks, microform, etc. The majority (approximately 90 %) of pickup and deliveries will be for unclassified hard copy records that are contained in 1 cubic foot cardboard cartons known as record center boxes. Regardless of the record media, all NRC records stored in the Archival Facility or the Washington National Records Center, are labeled with, and controlled by, the use of identification numbers assigned by the NRC Records and Reports Management Branch (RRMB), (Job number, Box or other unit number, and Location number). All storage shelves, racks, and cabinets used to store NRC records in the Archival Facility, are labeled with location numbers corresponding to the location numbers on the record media. The NRC Project Officer or designee will provide written work orders to the contractor each working day by transmitting a telefacsimile copy of an NRC Form 501 "NRC Archival Facility Work Assignment Sheet" to the Archival Facility thereby notifying the contractor of the pickup and delivery assignments. The work orders will supply specific information on each item that is to be picked up or delivered, (Job number, unit number, and location number), the location of the pickup or delivery, and the name of the NRC employee requesting the services. At the discretion of the NRC Project Officer or designee, the transmission of the NRC Form 501 may be precluded and verbal work orders will be provided to the contractor by telephone.

- a. The contractor shall not pick up or deliver any NRC materials without written or verbal work orders from the NRC Project Officer or designee.
- b. The contractor shall not pick up or deliver any NRC records without properly completing an NRC Form 500 "Record

Transfer Verification".

- c. NRC will provide to the contractor all forms required for pickup/delivery services.
- d. The contractor shall be responsible for retrieving each item to be delivered from the Archival Facility inventory.
- e. The contractor shall be responsible for refiling at its assigned location each item returned to the Archival Facility inventory.
- f. When classified records are being picked up or delivered, the contractor shall comply with the requirements of NRC Manual Chapter 2101 "NRC Security Program" and its appendices, and the Standard Operating Procedures for the Archival Facility.
- g. When environmentally sensitive records are being picked up or delivered, the contractor shall utilize an environmentally controlled vehicle to transport the material.
- h. The contractor will not be required to remove or refile individual files/documents in record center boxes. All requests for hard copy records involve the withdrawal and return of the entire box.
- i. Multiple pickups/deliveries may be requested for any one round trip. The average number of record center boxes the contractor will need to move on any one round trip will be approximately 5 to 15.
- j. The maximum number of record center boxes that the contractor will be required to move on any one round trip will be 100.
- k. The contractor shall deliver all signed and completed NRC Form 500 "Record Transfer Verification" to the NRC Project Officer or designee within 24 hours of completion of the pickup/delivery.
- l. The contractor shall deliver all other forms required for pickup/delivery services (Classified Document Receipts, Messenger Courier Receipts, WNRG Optional Form 11, etc.) to the NRC Project Officer or designee within 24 hours of completion of the pickup/delivery.

C.3.8

PICKUP/DELIVERY OF RECORDS BETWEEN THE ARCHIVAL
FACILITY AND THE FOLLOWING NRC OFFICES:

White Flint North
11555 Rockville Pike
Rockville, MD.

Phillips Building
7920 Norfolk Ave.
Bethesda, MD.

Nicholson Lane South
5650 Nicholson Lane
Rockville, MD.

Maryland National Bank Building
7735 Old Georgetown Rd.
Bethesda, MD.

Gelman Building
2120 L Street, N.W.
Washington, D.C.

Woodmont Building
8120 Woodmont Ave.
Bethesda, MD.

East West/South Towers
4340 East West Highway
Bethesda, MD.

East West/West Towers
4350 East West Highway
Bethesda, MD.

Nicholson Lane North
5640 Nicholson Lane
Rockville, MD.

NRC Warehouse
4934 Boiling Brook Parkway
Rockville MD.

This service will be required on an as needed basis. Approximately 20 round trips per month will be required to the NRC offices located in Maryland, and approximately 1 round trip per month will be required to the NRC office located in Washington, D.C.

C.3.8.1

A round trip is defined as follows:

- a. The contractor leaves the Archival Facility and delivers records to one or more of the Maryland offices and/or picks up records at one or more of the Maryland offices and returns to the Archival Facility.
- b. The contractor leaves the Archival Facility and delivers records to the Washington, D.C. office and/or picks up records from the Washington, D.C. office and returns to the Archival Facility.

C.3.8.2

The contractor shall complete all pickup/deliveries of records between the AF and the NRC Offices listed above within 24 hours of notification by the NRC Project Officer or designee.

C.3.8.3 Pickup of Records

Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Prepare an NRC Form 500 "Record Transfer Verification."
- b. Pick up the box or boxes or other media from the NRC Office. The contractor shall ensure that the identification numbers written on the materials to be picked up are identical to the identification numbers provided by the NRC Project Officer or designee. If a discrepancy with the identification numbers is discovered, the contractor shall contact the NRC Project Officer or designee by telephone and resolve the discrepancy before removing the materials from the NRC building.
- c. Submit the NRC Form 500 "Record Transfer Verification" to the requester for signature, and provide the requester with the yellow "Requester's Copy."
- d. Refile the box or boxes or other media in their assigned locations within the Archival Facility.
- e. Sign and date the NRC Form 500 "Record Transfer Verification" evidencing completion of the pickup and refile of the records.

C.3.8.4 Delivery of Records

Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Prepare an NRC Form 500 "Record Transfer Verification."
- b. Remove the box or boxes or other media from their assigned locations in the Archival Facility. The contractor shall ensure that the identification numbers written on the materials to be delivered are identical to the identification numbers provided by the NRC Project Officer or designee. If a discrepancy with the identification numbers is discovered, the contractor shall contact the NRC Project Officer or designee by telephone and resolve the discrepancy before removing the materials from the AF.
- c. Deliver the box or boxes or other media to the NRC requester.
- d. Submit the NRC Form 500 "Record Transfer Verification" to the requester for signature and provide the requester with the yellow "Requester's Copy."
- e. Sign and date the NRC Form 500 "Record Transfer Verification" evidencing completion of the delivery.

C.3.9 EMERGENCY DELIVERY OF RECORDS BETWEEN THE
AF AND THE NRC OFFICES LISTED IN SECTION C.3.8

This service will be required on an as needed basis.
Approximately one round trip per month will be required.

C.3.9.1 A round trip is defined as follows:

- a. The contractor leaves the Archival Facility and delivers records to any one of the Maryland offices and returns to the Archival Facility.
- b. The contractor leaves the Archival Facility and delivers records to the Washington, D.C. office and returns to the Archival Facility.

C.3.9.2 The contractor shall complete all emergency deliveries within 2 hours of notification. Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Prepare an NRC Form 500 "Record Transfer Verification."
- b. Remove the box or boxes or other media from their assigned locations in the Archival Facility. The contractor shall ensure that the identification numbers written on the materials to be delivered are identical to the identification numbers provided by the NRC Project Officer or designee. If a discrepancy with the identification numbers is discovered, the contractor shall contact the NRC Project Officer or designee by telephone and resolve the discrepancy before removing the materials from the AF.
- c. Deliver the box or boxes or other media to the NRC requester.
- d. Submit the NRC Form 500 "Record Transfer Verification" to the requester for signature and provide the requester with the yellow "Requester's Copy."
- e. Sign and date the NRC Form 500 "Record Transfer Verification" evidencing completion of the delivery.

C.3.10 PICKUP/DELIVERY OF RECORDS BETWEEN THE AF AND
THE WASHINGTON NATIONAL RECORDS CENTER (WNRC)

This service will be required on an as needed basis.
Approximately 12 round trips per month will be required.

C.3.10.1 A round trip is defined as follows:

The contractor leaves the Archival Facility and delivers records to the WNRC and/or picks up records from the WNRC and returns to the Archival Facility.

C.3.10.2 The contractor shall complete all pickup/deliveries of records between the AF and the WNRC within 24 hours of notification.

C.3.10.3 Pickup of Records

Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Prepare an NRC Form 500 "Record Transfer Verification."
- b. Pick up the box or boxes or other media from the WNRC located at 4205 Suitland Road, Suitland, Md. The contractor shall ensure that the identification numbers written on the materials to be picked up are identical to the identification numbers provided by the NRC Project Officer or designee. If a discrepancy with the identification numbers is discovered, the contractor shall contact the NRC Project Officer or designee and resolve the discrepancy before removing the materials from the WNRC.
- c. Submit the NRC Form 500 "Record Transfer Verification" to the WNRC for signature.
- d. Deliver the materials to the WNRC staging area at the AF.
- e. Remove the Optional Form 11 that the WNRC placed in the box.
- f. Sign and date the NRC Form 500 evidencing completion of the pickup.

C.3.10.4 Delivery of Records

Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Prepare an NRC Form 500 "Record Transfer Verification."
- b. Remove the box or boxes or other media from their assigned locations in the AF. The contractor shall ensure that the identification numbers written on the materials to be delivered are identical to the identification numbers provided by the NRC Project Officer or designee. If a discrepancy with the identification numbers is discovered, the contractor shall contact the NRC Project Officer or designee by telephone and resolve the discrepancy before removing the materials from the AF.
- c. Deliver the box or boxes or other media to the WNRC.
- d. Submit the NRC Form 500 "Record Transfer Verification" to the WNRC employee for signature.
- e. Sign and date the NRC Form 500 "Record Transfer Verification" evidencing completion of the delivery.

C.3.11 EMERGENCY PICKUP/DELIVERY OF RECORDS BETWEEN THE NRC OFFICES LISTED IN SECTION C.3.8 AND THE WASHINGTON NATIONAL RECORDS CENTER (WNRC)

This service will be required on an as needed basis. Approximately one round trip per month will be required.

C.3.11.1 A round trip is defined as follows:

- a. The contractor leaves the Archival Facility and picks up records from the WNRC, and delivers the records to any one of the Maryland offices and returns to the Archival Facility.
- b. The contractor leaves the Archival Facility and picks up records from the WNRC and delivers the records to the Washington, D.C. office and returns to the Archival Facility.

C.3.11.2 The contractor shall complete all emergency pickup/deliveries between the NRC Offices and the WNRC within 4 hours of notification. Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Prepare 2 NRC Form 500 "Record Transfer Verification" forms. One NRC Form 500 will be prepared for the pickup from the WNRC and the second NRC Form 500 will be prepared for the delivery to the NRC Office.
- b. Pickup the box or boxes or other media from the WNRC. The contractor shall ensure that the identification numbers written on the material to be picked up and delivered, are identical to the identification numbers provided by the NRC Project Officer or designee. If a discrepancy with the identification numbers is discovered, the contractor shall contact the NRC Project Officer or designee by telephone and resolve the discrepancy before removing the materials from the WNRC.
- c. Submit the NRC Form 500 to the WNRC employee for signature.
- d. Remove the Optional Form 11 (OF 11) from the box or boxes.
- e. Deliver the box or boxes or other media to the NRC requester.
- f. Submit the NRC Form 500 to the requester for signature, and provide the requester with the yellow "Requester's Copy."
- g. Sign and date the NRC Form 500's evidencing completion of the pickup from the WNRC and delivery to the NRC office.

C.3.12 PICKUP AND PROCESSING OF BOXES OF RECORDS AS A
NEW AF JOB FROM THE NRC OFFICES LISTED IN SECTION C.3.8

- C.3.12.1 This service will be required on an as needed basis. The pickup of the records will be requested as part of a round trip to any NRC office. New jobs will vary in volume from 1 box to as many as 300 boxes. The average new job will consist of approximately 7 to 15 boxes. Approximately 10 new jobs will be requested for pickup and processing each month.
- C.3.12.2 Boxes of records to be picked up and processed as a new AF job will be sequentially numbered by NRC staff before the contractor is given the assignment to pickup and process them. If the contractor is given an assignment to pickup a new job that contains 40 boxes, the boxes will be sequentially numbered beginning at box number 1 and ending at box number 40. Before removing the boxes from the NRC office, the contractor shall verify that each box has been properly numbered and that the total number of boxes identified by the NRC staff to be picked up, is identical to the number of boxes on the contractors work orders. If any discrepancy with the individual box numbers, or the total number of boxes is discovered, the contractor shall contact the NRC Project Officer or designee and resolve the problem before removing the boxes from the NRC office. Additionally, unless otherwise specified by the NRC Project Officer or designee, the contractor shall not pickup any boxes that are not standard one cubic foot record center boxes.
- C.3.12.3 The contractor shall complete all pickup and processing requests within 24 hours of notification. Upon notification by the NRC Project Officer or designee, the contractor shall:
- a. Prepare an NRC Form 500 "Record Transfer Verification."
 - b. Pick up the box or boxes from the NRC Office.
 - c. Submit the NRC Form 500 "Record Transfer Verification" to the requester for signature and provide the requester with the yellow "Requester's Copy."
 - d. Deliver the box or boxes to the AF.
 - e. Beginning with box number 1, mark each box with the Job Number, and Location Number provided by the NRC Project Officer or designee. For each new job to be processed by the contractor, the NRC Project Officer or designee will provide a list identifying the contents of each box and the location number that is to be applied

- to it. The contractor shall ensure that the proper Job Number and Location Number is applied to each box.
- f. Place each box of the new job on its assigned shelf location in the AF.
 - g. Sign the NRC Form 500 "Record Transfer Verification" evidencing completion of the pickup and processing.

C.3.13 PREPARATION AND DELIVERY OF BOXES OF RECORDS
TO SIMKINS INDUSTRIES FOR DESTRUCTION

This service will be required on an as needed basis. Approximately 1 round trip per month will be required with an average of 75 to 100 boxes per trip.

C.3.13.1 A round trip is defined as follows:

The contractor leaves the Archival Facility and delivers records to Simkins and returns to the Archival Facility.

C.3.13.2 The NRC Project Officer or designee will notify the contractor in writing of the specific boxes that are to be removed from the inventory and delivered to Simkins.

C.3.13.3 The contractor shall complete all preparation and deliveries for destruction within 3 working days of notification. Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Remove the boxes from their assigned shelf locations at the AF. To ensure that no NRC records are inadvertently destroyed, the contractor shall utilize 2 employees when removing the records from the shelves. Each employee shall check each box removed from the shelf against the list provided by the NRC Project Officer or designee. The contractor shall ensure that the identification numbers written on the boxes are identical to the identification numbers provided by the NRC Project Officer or designee. If a discrepancy with the identification numbers is discovered, the contractor shall contact the NRC Project Officer or designee by telephone and resolve the discrepancy before removing the boxes from the shelves.
- b. Physically inspect the contents of each box and remove all plastic material (3 ring binder notebooks etc.).
- c. Prepare an NRC Form 500 listing the identification numbers (Job number, Box number, shelf number) contained on each box removed from the inventory.
- d. Deliver the boxes to Simkins Industries located at River and Thistle Roads, Catonsville, Maryland.
- e. Weigh the truck before unloading the boxes.
- f. Unload the boxes in the area designated by Simkins.
- g. Weigh the truck after unloading the boxes.
- h. Obtain a record of the weight of the load on a "Baltimore Weight Record" form provided by Simkins.
- i. Sign and date the NRC Form 500 evidencing completion of the preparation and delivery.

- j. Deliver the "Baltimore Weight Record" form, and the NRC Form 500 to the NRC Project Officer or designee within 24 hours of destruction of the boxes.

C.3.14 DELIVERY OF UNASSEMBLED RECORD CENTER BOXES
TO THE NRC OFFICES LISTED IN SECTION C. 3.8

- C.3.14.1 This service will be required on an as needed basis and will be requested as part of a round trip to any NRC office. Approximately 4 requests to deliver unassembled boxes will be required each month with an average of 25 boxes per request.
- C.3.14.2 The contractor shall complete all deliveries of unassembled record center boxes within 24 hours of notification. Upon notification by the NRC Project Officer or designee, the contractor shall:
- a. Prepare an NRC Form 500 "Record Transfer Verification".
 - b. Remove the unassembled record center boxes from the AF. The NRC will provide a supply of unassembled record center boxes in the AF.
 - c. Deliver the boxes to the NRC Office.
 - d. Submit the NRC Form 500 "Record Transfer Verification" to the requester for signature and provide the requester with the yellow "Requester's Copy".

C.3.15 MISCELLANEOUS SERVICES
-----C.3.15.1 CONDUCT ANNUAL INVENTORY OF ALL NRC RECORDS
STORED IN THE ARCHIVAL FACILITY

The contractor shall complete the inventory within 10 working days of notification. Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Physically inspect each shelf location in the Environmentally Protected Area and compare the physical inventory to a computer generated inventory report that will be supplied by the NRC.
- b. Physically inspect each shelf location and rack slot in the Environmentally Controlled Areas and compare the physical inventory with a computer generated inventory report that will be supplied by the NRC.
- c. Compile a written report identifying all discrepancies between the physical inventory and the inventory reports.
- d. Deliver the written report to the NRC Project Officer within 48 hours of completion of the inventory.
- e. At the direction of the NRC Project Officer or designee, correct all inventory discrepancies.

C.3.15.2 CONDUCT PERIODIC INVENTORY CHECKS OF RECORDS
WITHDRAWN AND RETURNED TO THE ARCHIVAL FACILITY

The contractor shall complete all periodic inventory checks within 3 working days of notification. Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Physically inspect each shelf location and/or rack slot identified on a report that will be supplied by NRC and verify that the data contained on the report is accurate.
- b. Compile a written report identifying any discrepancies between the physical inventory and the NRC supplied report.
- c. Deliver the written report to the NRC Project Officer or designee within 24 hours of completion of the inventory check.
- d. At the direction of the NRC Project Officer or designee, correct all inventory discrepancies.

C.3.15.3

INSPECTION AND REPLACEMENT OF RECORD CENTER BOXES

Before withdrawing any record center box from the Archival Facility inventory, or returning any record center box to the inventory, the contractor shall inspect the box for damage. Any box found to be crushed, torn, split, or damaged in any other way, shall be replaced by the contractor. Upon discovery of a damaged box, the contractor shall:

- a. Assemble a new record center box. The NRC will maintain a supply of new unassembled record center boxes in the Archival Facility.
- b. Write the identification numbers contained on the damaged box on the proper place on the new box.
- c. Transfer the contents of the damaged box into the new box. The contractor shall arrange the files/documents in the new box in the same order as they were arranged in the damaged box.
- d. Properly close the new box.
- e. Discard the damaged box.
- f. Within 24 hours of replacement of the box, contact the NRC Project Officer or designee and provide the Job Number, Box Number, and Location Number of the box that was replaced.

C.3.15.4

PREPARING BOXES OF RECORDS FOR TRANSFER TO THE
WASHINGTON NATIONAL RECORDS CENTER (WNRC)

The RRMB initiates all requests to transfer records stored in the AF to the WNRC. Upon approval of the transfer, the boxes must be prepared in accordance with specific WNRC procedures. The volume of boxes to be prepared for transfer can range from a minimum of 0, to a maximum of 300 in any given month.

The NRC Project Officer or designee will notify the contractor in writing of the specific boxes of records that are to be prepared. The contractor shall prepare all boxes for transfer to the WNRC in accordance with the instructions contained in the Standard Operating Procedures for the Archival Facility. The contractor shall complete all requests to prepare boxes for WNRC transfer within 10 working days of notification. Upon notification by the NRC Project Officer or designee, the contractor shall:

- a. Remove the boxes from their assigned shelf locations in the Archival Facility.
- b. Assemble a new record center box for each box to be transferred. The NRC will provide a supply of new record center boxes in the AF.
- c. Write the WNRC Accession Number on each new box. The NRC will provide the proper WNRC Accession Numbers to be used for each job that is transferred.
- d. Write the box number on each new box.
- e. Transfer the contents of each box to be transferred into the corresponding new box. The files and documents shall be arranged in the new box in the same order as they were arranged in the old box.
- f. Close and tuck the flaps of each new box.
- g. Place each new box onto a pallet in the arrangement prescribed by the AF SOP.
- h. Wrap the boxes on the pallet with pallet stretch film. The pallet stretch film will be provided by the NRC.
- i. Properly dispose of the old boxes.

Within 24 hours of completion of the above tasks, the contractor shall deliver a written report to the NRC Project Officer describing the number of boxes prepared, the AF Job Numbers, Box Numbers, and Location Numbers of the boxes, and the WNRC Accession Numbers that were applied to each AF Job.

C.3.15.5

RECEIPT AND PROCESSING OF RECORDS
SHIPPED FROM NRC REGIONAL OFFICES

The Archival Facility also serves as a storage facility for noncurrent NRC records maintained by NRC's five Regional offices located in, Pennsylvania, Georgia, Illinois, Texas, and California. The Regional offices ship records to the AF via private carrier and U.S. Postal Service.

Shipments of Regional records to the AF will be in one of two categories: (1) Boxes of records being returned to the AF for refiling, or (2) Boxes of records shipped to the AF to be processed as new jobs.

The NRC Project Officer or designee will notify the contractor verbally and in writing 48 hours in advance of Regional shipments of unclassified records, and 72 hours in advance of Regional shipments of classified records.

The NRC Project Officer or designee will provide to the contractor the following information for each shipment of Regional records:

- a. The category of the shipment: boxes to be refiled, or boxes to be processed as new jobs.
- b. The classification of the records.
- c. The identification numbers of each box being shipped for refile, or the identification numbers to be used for processing a new job.

For each shipment of Regional records received, the contractor shall:

- a. Process the boxes in accordance with the requirements specified in this Statement of Work (SOW) for the category of shipment received.
 1. Boxes to be refiled shall be processed in accordance with Section C.3.8.3 of this SOW.
 2. Boxes to be processed as a new job shall be handled in accordance with Section C.3.12 of this SOW.
- b. Prepare a written report listing the identification numbers of each box of records actually received.
- c. Deliver the report to the NRC Project Officer or designee within 24 hours of receipt of the records.

C.3.15.6

RECEIPT OF NRC SUPPLIES

The contractor shall receive and place in the environmentally protected area, NRC supplies shipped by NRC Warehouse staff, or commercial vendors. The NRC Project Officer or designee will notify the contractor 24 hours in advance of any supply shipments. Supplies shipped to the AF will range from small office supplies, to unassembled record center boxes, and 4' by 4' wooden pallets.

C.3.15.7

MOVEMENT OF NRC MATERIALS FROM PRESENT COMMERCIAL FACILITY
TO THE NEW CONTRACTOR'S (AWARDEE) FACILITY

If award of this contract is made to other than the incumbent contractor, the awardee shall:

- a. In the presence of an NRC employee, perform a complete inventory of each record unit (box, tape, etc.) currently stored at a commercial facility located at 8928 McGaw Court, Columbia, Maryland.
- b. Move to the awardee's facility all NRC records stored in the commercial facility in Columbia, Md.
- c. Disassemble all NRC storage equipment and move it to the awardee's facility.
- d. Reassemble the storage equipment in an arrangement suitable to the NRC Project Officer and renumber each storage location.
- e. Refile each record unit at its proper location.
- f. Perform a complete inventory of all NRC records moved to the new facility.

THE ABOVE TRANSFER OF NRC MATERIAL FROM THE PRESENT STORAGE FACILITY LOCATION TO THE AWARDEE'S FACILITY SHALL BE AT NO COST TO THE GOVERNMENT.

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SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

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

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCEE.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (APR 1984)

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

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

CLAUSE NUMBER	DATE	TITLE
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52.246-4	APR 1984	INSPECTION OF SERVICES -- FIXED-PRICE
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E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

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

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (APR 1984)

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

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

CLAUSE NUMBER	DATE	TITLE
52.212-13	APR 1984	STOP-WORK ORDER
52.212-15	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	APR 1984	F.O.B. DESTINATION

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE II (MAR 1987)

This contract shall commence on ___*___ and will expire 24 months thereafter.
The term of this contract may be extended at the option of the Government for an additional 12 months period.

(End of Clause)

F.3 DELIVERABLES

Delivery of reporting requirements and place of delivery shall be in accordance with the specifications set forth under Sections C.3.15.1, C.3.15.2, C.3.19, and C.3.20 of this contract.

Other deliverables (i.e. records, forms, etc.) shall be as specified in the Statement of Work.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE II (MAR 1987)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: _____

Address: _____

Telephone Number: _____

b. The Project Officer is responsible for:

1) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

2) Inspecting and accepting products/services provided under the contract.

3) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

c. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

(End of Clause)

G.2 REMITTANCE ADDRESS (MAR 1987)

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

Name: _____

Address: _____

(End of Clause)

G.3 PROMPT PAYMENT (52.232-25) (FEB 1988)
ALTERNATE II (FEB 1988)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include poultry, poultry products, eggs, and egg products, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 15 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number). (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made within 15 days after the due date (3 days for meat and meat food products and 5 days for perishable agricultural commodities) and the following conditions are met, if applicable: (i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in paragraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 5th working day after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 15 days (3 days for meat and meat food products and 1 day for perishable agricultural commodities).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the Disputes clause or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment

amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the Disputes clause.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if an improperly taken discount for prompt payment was not corrected within 15 days after the expiration of the discount period (3 days for meat and meat food products and 5 days for perishable agricultural commodities). The interest penalty will be calculated as described in paragraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing Payments

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Electronic Funds Transfer.

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Financial Communications System (TFCS) or the Automated Clearing

House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the contractor shall designate a financial institution for receipt of electronic funds transfer payments. The Contractor shall submit this designation to the Contracting Officer or other Government official, as directed.

(1) For payment through TFCS, the Contractor shall provide the following information:

(i) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(ii) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(iii) Payee's account number at the financial institution where funds are to be transferred.

(iv) If the financial institution does not have access to the Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains electronic funds transfer messages. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

(2) For payment through ACH, the Contractor shall provide the following information:

(i) Routing transit numbers of the financial institution receiving payment (same as American Bankers Association identifying number used for TFCS).

(ii) Number of account to which funds are to be deposited.

(iii) Type of depositor account ("C" for checking, "S" for savings).

(iv) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," TFS 3881, must be completed before payment can be processed.

(3) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(4) The documents furnishing the information required in this paragraph (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide

it, as well as the Contractor's name and contract number.

(5) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with said regulations or requirements, the Contracting Officer, may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

(End of Clause)

H.2 PRIVATE USE OF CONTRACT INFORMATION AND DATA (MAR 1987)

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

(End of Clause)

H.3 Contract Security Requirements

Security/Classification Requirements, NRC Form 187, is furnished as Attachment 4 hereto.

Performance under the contract will involve storage of classified information (Secret National Security Information) requiring a Secret facility clearance and "L" personnel security clearances. Facility and personnel security clearances shall be processed and granted in accordance with NRC Manual Chapter 2101 and its appendices. Records containing Foreign Intelligence Information that are marked "No Contract" as well as Secret Restricted Data are not archival information under this contract.

The Contractor shall submit to the U.S. Nuclear Regulatory Commission, Division of Security, Washington, D.C. 20555 within thirty (30) calendar days following contract award, completed Personnel Security Forms Packets for all personnel requiring security clearance. Those personnel shall be identified at the time of contract award.

The Contractor's facility security plan, prepared in accordance with NRC Manual Chapter 2101 and its appendices, shall be submitted to the NRC Division of Security not later than thirty (30) calendar days following contract award.

It is the Contractor's duty to safeguard classified information. The Contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding classified information and protecting against sabotage, espionage, loss and theft, the classified information 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.

The Contractor agrees to conform to all security regulations and requirements of the Commission.

The Contractor shall not permit any individual to have access to classified information, except in accordance with the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required.

It is understood that disclosure of classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard 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 12356).

H.4 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.

H.5 OTHER SECURITY REQUIREMENTS

Only persons who have been granted an NRC 'L' security clearance shall be authorized to receive, handle, destroy, and transport NRC classified information. NRC classified information shall be transmitted only to NRC Division of Security approved security facilities. NRC classified information shall be stored, in accordance with NRC security directives, in NRC approved security facilities. Classified information shall not be transmitted to, handled or stored at any Subcontractor facility without the written approval of the NRC Division of Security. The Contractor shall comply with the requirements contained in NRC Manual Chapter 2101, 'NRC Security Program.

Records containing Foreign Intelligence Information that are marked 'No Contract' as well as Secret Restricted Data are not archival information under this contract."

H.6 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST
(OMB CLEARANCE NUMBER 3150-0112)(MAR 1987)
ALTERNATE I (MAR 1987)

a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor:

1) Is not placed on a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and

2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

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

c. Work for Others. Notwithstanding any other provision of

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

d. Disclosure after award.

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

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

e. Access to and use of information.

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

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

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

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

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

2) In addition, the Contractor agrees that to the extent

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

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

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

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

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

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

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

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

(End of Clause)

**H. 7 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS
(MAR 1987)**

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under Wage Determination Number 86-1253 (R.4) dated 2/2/88 which is attached (See Section J for List of Attachments).

(End of Clause)

H.8 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (MAR 1987)

a. The NRC will provide the contractor with: steel shelving approximately 11' high to accommodate all of the records to be stored in the environmentally protected area, eighteen ten drawer microfiche cabinets, one 4'x4'x6' map cabinet (2 sections and base), a supply of unassembled record center boxes in the AF and the necessary forms referenced herein.

b. Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

(End of Clause)

H. 9 DAMAGES FOR LOST MATERIAL

Notwithstanding any other provision of this contract, in the event a box(es) of records is lost and it is determined that the Contractor is responsible for this loss, the Contractor shall be charged for the cost of recreating the documents lost at the current rate for search and reproduction of documents under the NRC's Freedom of Information Act procedures found at 10 CFR Sections 9.35 and 9.37 (Attached, see Section J).

(End of Clause)

H.10 52.217-7 Option for Increased Quantity--Separately Priced Line Item (APR 1984)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)
(AV 7-104.27(b))
(AV 1-1.1508-2(b))

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (APR 1984)

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

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

CLAUSE NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.204-2	APR 1984	SECURITY REQUIREMENTS
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1984	AUDIT -- NEGOTIATION
52.215-22	APR 1984	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-23	APR 1985	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-25	APR 1985	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
52.215-26	JUL 1986	INTEGRITY OF UNIT PRICES ALTERNATE I (APR 1987)
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.219-6	APR 1984	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JUN 1985	UTILIZATION OF SMALL
52.219-4	OCT 1987	LIMITATIONS ON SUBCONTRACTING

		BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN- OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-3	APR 1984	BUY AMERICAN ACT -- SUPPLIES
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-5	APR 1984	TAXES -- CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	JUL 1985	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	APR 1984	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES
52.233-3	JUN 1985	PROTEST AFTER AWARD
52.237-3	APR 1984	CONTINUITY OF SERVICES
52.243-1	APR 1984	CHANGES -- FIXED PRICE ALTERNATE II (APR 1984)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-1	APR 1984	PROPERTY RECORDS
52.245-2	APR 1984	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) ALTERNATE I
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.249-2	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIET NAM ERA

(End of Clause)

I. 2 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES
(FAR 52.217-9) (APR 1984)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of Clause)

I. 3 GOVERNMENT-FURNISHED EQUIPMENT WITH OR WITHOUT OPERATORS
(FAR 52.247-25) (APR 1984)

The Government will provide the equipment/supplies listed under Section H.8 herein without operators at destination to assist in record storage.

(End of Clause)

**I. 4 DELIVERY-ORDER LIMITATIONS
(FAR 52.216-19) (APR 1984)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ***, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **;

(2) Any order for a combination of items in excess of **;

(3) A series of orders from the same ordering office within ** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I. 5 REQUIREMENTS (FAR 52.216-21) (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this

contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after.

(End of Clause)

I.6 ANTI-KICKBACK PROCEDURES (FAR 52.203-7)

(a) Definitions. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purposes of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or subcontract entered into in connection with any such prime contract, and (2) includes any person who offers to furnish or furnishes supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback; or

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly the amount of any kickback in the contract price charged by the prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or a higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and

direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted or charged under the contract in violation of paragraph (b) of this clause, the Contracting Officer may--

(1) Offset the amount of the kickback against any monies owed by the United States under this contract and/or (11) direct that the Contractor withhold from sums owed the subcontractor, the amount of kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(11) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(1) of this clause. In the latter case, the contractor shall notify the Contracting Officer when monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5), in all subcontracts under this contract.

(End of Clause)

I. 7 ORDERING (FAR 52.216-18) (APR 1984)

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

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

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

(End of Clause)

I. 8 SERVICE CONTRACT ACT OF 1965 (I-FSS-222-41) (APR 1984)

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

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

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

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

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

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

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

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

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

(vi) Upon discovery of failure to comply with paragraphs (b) (2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage

rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

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

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

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of Section 4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Section 4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided services of a character similar in the locality, or determines, as provided in Section 4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6

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

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

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

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor. (Sections 4.6(g)(1)(i) through (vi) approved by the Office of Management and Budget under OMB control number 1215-0017 and sections 4.6(g)(1)(v) and (vi) approved under OMB control number 1215-0150.):

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

(ii) The correct work classification or classification, rate or rates of monetary wages paid and fringe benefits provided,

rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

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

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

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

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Section 4.6(1)(2).

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

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

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

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

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor in the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency

may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

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

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

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for informational purposes only: The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of E U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	Monetary wage-fringe benefits
Materials Handler	\$7.57
Truck driver	6.76
Inventory clerk	7.57

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

bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approval by the Office of Management and Budget under OMB control number 1215-0150.)

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

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

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

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

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

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

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act,

in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

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

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

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

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

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

(2) The employees must be allowed to retain all tips

(individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

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

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

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

(FDR Temporary Regulation 76)

I.9 52.223-6 Drug-Free Workplace.

(a) Definitions. As used in this clause,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about --

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will --

(1) Abide by the terms of the statement; and

(11) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (a)(4)(11) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (a)(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(1) Taking appropriate personnel action against such employee, up to and including termination; or

(11) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Billing Instructions
3	Wage Determination No. 86-1253 (Rev. 4)
4	Standard Form 1411 with Instructions
5	NRC Form 187 - Security/Classification Requirements
6	Sections 9.35 and 9.37 of 10 CFR
7	Subpart J--Agency Records Centers of 36 CFR

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

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

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

§20-1.5401 Scope and Policy

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

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

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

agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

20-1.5402 Definitions

(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

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

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

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

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

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR 1-1.606-1(e)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

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

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

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

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

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

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

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

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

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in §20-1.5405-2 in the following circumstances:

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

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

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

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

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

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

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

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

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

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

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

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

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

(5) Example. The ABC Corp., in response to a RFP proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §20-1.5403(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the Eastern United States but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. The work for others clause of §20-1.5405-1(c) would preclude ABC Corp. from accepting work during the term of the NRC contract which could create a conflict of interest.

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

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

§20-1.5404 Representation

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor.

(b) Representation procedure. The following organizational conflicts of interest representation provision shall be included in all solicitations and unsolicited proposals for: (1) Evaluation services or activities; (2) technical consulting and management support services; (3) research; and (4) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement shall also apply to all modifications for additional effort under the contract except those issued under the "changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provision has previously been submitted with regard to the contract being modified, only an updating of such statement shall be required.

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

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

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

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

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

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

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

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

All contracts of the types set forth in §20-1.5404(b) shall include the following clauses:

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

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

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

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

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

(e) Access to and use of information. (1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to: (i) Use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based

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

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

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

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

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

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

§20-1.5405-2 Special contract provisions.

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

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

(2) Software exclusion clauses;

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

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

(b) The following additional contract clause may be included as section (i) in the clause set forth in § 20-1.5405-1 when it is determined that award of a follow-on contract would constitute an organizational conflict of interest.

(i) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of such products or services.

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

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.

§ 20-1.5406 Evaluation, findings, and contract award

The contracting officer will evaluate all relevant facts submitted by an offeror pursuant to the representation requirements of § 20-1.5404(b) and other relevant information. After evaluating this information against the criteria of § 20-1.5403, a finding will be made by the contracting officer whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that conflicts of interest exist, then the contracting officer shall either:

(a) Disqualify the offeror from award,

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

§ 20-1.5407 Conflicts identified after award.

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

§ 20-1.5408 (Reserved)

§ 20-1.5409 (Reserved)

§ 20-1.5410 Subcontracts

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

§ 20-1.5411 Waiver

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

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

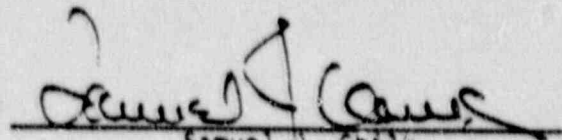
- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC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

§20-1.5412 Remedies

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

Dated at Washington, D.C. this 27th day of March 1979.

For the Nuclear Regulatory Commission



Samuel J. Chilk
Secretary of the Commission

(REVISED - 7/88)

BILLING INSTRUCTIONS FOR FIXED PRICE
CONTRACTS AND PURCHASE ORDERS

General. The contractor shall submit vouchers or invoices as prescribed herein.

Form. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Public Voucher for Purchases Other Than Personal -- Continuation Sheet." These forms are available from the Government Printing Office, 701 North Capitol Street, Washington, DC 20501.

Number of Copies and Mailing Address. An original and three copies shall be submitted to:

US Nuclear Regulatory Commission
Division of Accounting and Finance
ATTN: GOV/COM Accounts Section
Washington, DC 20555

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

Preparation and Itemization of the Voucher. The voucher shall be prepared in ink or by typewriter (without strikeovers). Corrections or erasures must be initialed. The voucher must include the following:

- a. Contract number and date.
- b. Voucher number.
- c. Date of voucher.
- d. Payee's name and address. (Show the name of the contractor and its correct address. When an assignment has been made by the contractor, or a different payee has been designated, insert the name and address of the payee.)
- e. Description of articles or services, quantity, unit price, and total amount.
- f. Weight and zone of shipment, if shipped by parcel post.
- g. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

- h. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
- i. Final invoice marked: "FINAL INVOICE"

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

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

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Alan L. Moss
 Alan L. Moss
 Director

Division of
 Wage Determinations

LOCALITY	State	District of Columbia-Maryland-Virginia	DC-40-VA
	Area	Washington, DC. Metropolitan Area 4/	

Wage determination number: 86-1253 (Rev. 4) Date: FEB - 2 1988

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

Furniture Maintenance and Repair, Machine Tool Operation and Repair Occupations, Material Handling and Packing Occupations, Mechanics and Maintenance and Repair Occupations, Transportation and Mobile Equipment Operation Occupations and Plant and System Operation Occupations:

- | | |
|--|---------|
| 1. Electrician, maintenance | \$13.54 |
| 2. Machinist, maintenance | 13.54 |
| 3. Mechanic, maintenance (machinery) | 13.54 |
| 4. Pipefitter, maintenance | 13.54 |
| 5. Millwright | 13.54 |
| 6. Stationary engineer | 13.54 |
| 7. Heating/refrigeration/air conditioning mechanic | 13.54 |
| 8. Sheet-metal worker, maintenance | 13.54 |
| 9. Welder, maintenance | 13.54 |
| 10. Heavy equipment mechanic | 13.54 |
| 11. Mason, maintenance | 13.54 |
| 12. Carpenter, maintenance | 12.47 |
| 13. Painter, maintenance | 12.47 |
| 14. Plumber, maintenance | 12.47 |
| 15. Appliance mechanic | 12.16 |

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LOCALITY	State	District of Columbia-Maryland-Virginia	DC-MD-VA
	Area	Washington DC Metropolitan Area 4/	
Wage determination number:		86-1253 (Rev. 4)	Date: FEB - 2 1988

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other
16. Helper, maintenance trades	8.37				
17. Laborer	6.50				
18. Truckdriver (light)	7.73				
19. Truckdriver (medium)	8.92				
20. Truckdriver (heavy)	10.72				
21. Truckdriver, tractor-trailer	11.37				
22. Shipper and receiver	8.52				
23. Warehouseman	8.13				
24. Order filler	9.93				
25. Shipping packer	7.35				
26. Material handling laborer	8.13				
27. Forklift operator	7.86				
28. Boiler tender	13.54				
29. Sewage plant operator	12.47				
30. Upholsterer	12.47				
31. Aircraft mechanic	13.54				
32. Aircraft worker	12.16				
33. Aircraft mechanic, helper	9.04				
34. Tool and parts attendant	9.40				
35. Fire Extinguisher Repairer	9.28				
36. Locksmith	10.94				
37. Industrial Hygiene Technician	10.94				
38. Quality Control Inspector	10.21				
39. Air Information Clerk	5.73				
40. Surveillance Operator	4.88				

U.S. DEPARTMENT OF LABOR
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 By direction of the Secretary of Labor

Alan L. Moss
 Alan L. Moss
 Director

Division of
 Wage Determinations

LOCALITY	State	District of Columbia-Maryland-Virginia	DC-MD-VA
	Area	Washington DC Metropolitan Area 4/	

Wage determination number: 06-1253 (Rev. 4) Date: FEB - 2 1988

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

41. Utility I	7.17
42. Utility II	4.90
43. Rigger	12.47
44. Bus Driver	9.85
45. Taxi Driver	7.73
46. Sports Official	3.35
47. Offset Pressman	13.54
48. Bindry Worker	12.47
49. Negative Stripper	12.16
50. Platemaker	12.16
51. Offset Photographer	14.21
52. Carpet Layer	10.57
53. Camera Operator	6.82
54. Document Preparation Clerk	5.53
55. Heavy Equipment Operator	13.54
56. Fuel Distribution Systems Operator	12.16
57. Office Appliance Repairer	11.49
58. Armored Truck Driver	7.73
59. Wall Covering Installer	9.45
60. Asbestos Remover	6.47
61. Parking Attendant	4.54
62. Duplicating/Photocopying Machine Operator	6.61
63. General Maintenance Worker	8.37

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

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

Alan L. Moss
 Alan L. Moss
 Director

Division of
 Wage Determinations

LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA
	Area: Washington DC Metropolitan Area <u>4/</u>	

Wage determination number: 06-1253 (Rev. 4) Date: FEB - 2 1988

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

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

1/ 2/ 3/

- 1/ \$1.59 an hour or \$23.60 a week or \$102.26 a month.
- 2/ 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173.)
- 3/ 10 paid holidays per year: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)
- 4/ DC: Washington (001)
 MD: Counties of Calvert (009), Charles (017), Frederick (021), Montgomery (031), Prince Georges (033), and St. Mary's (037)
 VA: Counties of Arlington (013), Fairfax (059), Fauquier (061), King George (099), Loudoun (107), Prince William (153) and Stafford (179). Independent cities of Alexandria (201), Fairfax (267), and Falls Church (217).

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classification and the classification listed in the wage determination. Such unlisted class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employee involved or, where there is no authorized representative, the employee themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employee performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 6.6(b)(2) of Regulations 29 CFR 6).

NOTE: The definitions of the occupations set forth herein are contained in the FAR Directory of Occupations. Information may be obtained by contacting the Administration of Manpower and Hours, U.S. Department of Labor, Washington, D.C. 20318.

CONTRACT PRICING PROPOSAL COVER SHEET		1. SOLICITATION/CONTRACT/MODIFICATION NO.		FORM APPROVED OMB NO. 3090-0116	
NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.204-6(b))					
2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NO.	
4. TYPE OF CONTRACT ACTION (Check)					
<input type="checkbox"/> A. NEW CONTRACT		<input type="checkbox"/> D. LETTER CONTRACT			
<input type="checkbox"/> B. CHANGE ORDER		<input type="checkbox"/> E. UNPRICED ORDER			
<input type="checkbox"/> C. PRICE REVISION/REDETERMINATION		<input type="checkbox"/> F. OTHER (Specify)			
5. TYPE OF CONTRACT (Check)		6. PROPOSED COST (A+B=C)			
<input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF		A. COST		B. PROFIT/FEE	C. TOTAL
<input type="checkbox"/> FPI <input type="checkbox"/> OTHER (Specify)		\$		\$	\$
7. PLACE(S) AND PERIOD(S) OF PERFORMANCE					
8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)					
A. LINE ITEM NO	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.	
9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)					
A. CONTRACT ADMINISTRATION OFFICE			B. AUDIT OFFICE		
10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)		11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)		11B. TYPE OF FINANCING (if one)	
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> ADVANCE PAYMENTS <input type="checkbox"/> PROGRESS PAYMENTS	
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))		13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)			
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO			
14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)					
A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)			B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)		
<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> YES <input type="checkbox"/> NO		
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)			D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)		
<input type="checkbox"/> YES <input type="checkbox"/> NO			<input type="checkbox"/> YES <input type="checkbox"/> NO		
This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date					
15. NAME AND TITLE (Type)			16. NAME OF FIRM		
17. SIGNATURE				18. DATE OF SUBMISSION	

ATTACHMENT

STANDARD FORM 1411 WITH INSTRUCTIONS

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials - Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

Subcontracted Items - Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

Standard Commercial Items - Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-3(e).

Interorganizational Transfer (at other than cost) - Explain pricing method used. (See FAR 31.205-26).

Raw Material - Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

Purchased Parts - Includes material items not covered above. Provide priced quantities of items required for the proposal.

Interorganizational Transfer (at cost) - Include separate breakdown of cost by element.

Direct Labor - Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs - Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs - List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

Royalties - If more than \$250, provide the following information on separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the Contracting Officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).

Facilities Capital Cost of Money - When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including:
 - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - b. The nature and amount of any contingencies included in the proposed price.
3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues to the time of final agreement on price.

4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants, the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
7. Headings for Submission of Line-Item Summaries:
 - A. New Contracts (including Letter contracts).

Cost Elements	Proposed Contract Estimate-Total Cost	Proposed Contract Estimate-Unit Cost	Reference
(1)	(2)	(3)	(4)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

Under Column (3) - Optional, unless required by the Contracting Officer.

Under Column (4) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders (modifications).

Cost Elements	Estimated Cost of All Work Deleted	Cost Of Deleted Work Already Performed	Net Cost To Be Deleted	Cost Of Work Added	Net Cost Of Change	Reference
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3) - Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the Contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4) - Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5) - Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide full identification and explanation of them.

Under Column (6) - Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units To Be Completed	Contract Amount	Redetermina- tion Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost Elements	Incurred Cost- Preproduc- tion	Incurred Cost- Completed Units	Incurred Cost- Work In Process	Total Incurred Cost	Estimated Cost To Complete	Estimated Total Cost	Reference
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records.

(e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also how the costs would be allocated to the units at their various states of contract completion.

Under Columns (9) and (10) - Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in Contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11) - Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12) - Enter those necessary and reasonable costs that in Contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which Contractor's proposal relates.

Under Column (13) - Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

NRC FORM 187 14-801 NRCM 2101	U.S. NUCLEAR REGULATORY COMMISSION	AUTHORITY The policies, procedures, and criteria of NRCM 2101, NRC Security Program, apply to performance of this contract, subcontract or other activity.
SECURITY/CLASSIFICATION REQUIREMENTS		COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. REASON FOR REQUIREMENT	CONTRACT NUMBER OR OTHER IDENTIFYING NUMBER <small>Prime contract number must be shown for all subcontracts</small>	PROJECTED COMPLETION DATE	2. THIS SUBMISSION IS:	EFFECTIVE DATE
<input checked="" type="checkbox"/> a. INVITATION FOR BID REQUEST FOR PROPOSAL OR REQUEST FOR QUOTE	RFP-RS-ARM-89-140		<input checked="" type="checkbox"/> a. ORIGINAL	
<input type="checkbox"/> b. PRIME CONTRACT			<input type="checkbox"/> d. REVISED <small>Subsequent to previous submission</small>	
<input type="checkbox"/> c. SUBCONTRACT			<input type="checkbox"/> c. OTHER (Specify)	

3. FOR FOLLOW-ON CONTRACT ENTER PRECEDING CONTRACT NUMBER AND DATE COMPLETED DOES NOT APPLY

CONTRACT NUMBER	DATE COMPLETED
-----------------	----------------

4a. NAME OF PRIME CONTRACTOR OFFEROR OTHER <small>Specify</small>	b. NAME OF RESPONSIBLE SECURITY OFFICE		
Data Base Company, Inc.			
STREET ADDRESS	STREET ADDRESS		
8928 McGaw Court			
CITY	STATE	ZIP CODE	CITY
Columbia	MD	21045	

5a. NAME OF SUBCONTRACTOR <small>Specify</small>	b. NAME OF RESPONSIBLE SECURITY OFFICE		
STREET ADDRESS	STREET ADDRESS		
CITY	STATE	ZIP CODE	CITY

6. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Archival Record Storage and related services

7. PERFORMANCE WILL REQUIRE	YES	NO	TS	S	C	NSI	RD
a. ACCESS TO NRC FACILITIES ONLY.		X					
b. ACCESS TO CLASSIFIED MATTER OR OTHER CLASSIFIED INFORMATION.	X			X		X	
c. RECEIPT STORAGE OR OTHER SAFEGUARDING OF CLASSIFIED DOCUMENTS	X			X		X	
d. GENERATION OF CLASSIFIED DOCUMENTS		X					
e. ACCESS TO CLASSIFIED COMSEC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION		X					
f. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION POSSESSED BY ANOTHER AGENCY		X					
g. USE OF AN AUTOMATIC DATA PROCESSING SYSTEM		X					
h. ACCESS TO NRC HEADQUARTERS POSSESSION OF NRC PHOTO IDENTIFICATION OR CARD KEY BADGES	X						
i. OTHER							

8. 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 <small>(Signature)</small>	Patricia A. Smith Elois J. Wiggins CONTRACTING OFFICER <small>(Signature)</small>
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9. SECURITY CLASSIFICATION REQUIREMENTS

a. GUIDANCE FURNISHED IN WRITING BY AUTHORIZED CLASSIFIER AND ATTACHED OR AS STATED IN 9c BELOW.

b. GUIDANCE FURNISHED IN WRITING BY DIVISION OF SECURITY AND ATTACHED OR AS STATED IN 9c BELOW.

X c. NATURE OF CLASSIFICATION GUIDANCE
(If Guidance is Other, Explain)

"Only persons who have been granted an NRC 'L' security clearance shall be authorized to receive, handle, destroy, and transport NRC classified information. NRC classified information shall be transmitted only to NRC Division of Security approved security facilities. NRC classified information shall be stored, in accordance with NRC security directives, in NRC approved security facilities. Classified information shall not be transmitted to, handled or stored at any Subcontractor facility without the written approval of the NRC Division of Security. The Contractor shall comply with the requirements contained in NRC Manual Chapter 2101, 'NRC Security Program.'"

10. CLASSIFICATION REVIEW OF CONTRACTOR SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY

NAME OF AND TITLE OF POSITION OF AUTHORIZED CLASSIFIER

Not Applicable

DIVISION OF SECURITY

11. REQUIRED DISTRIBUTION OF NRC FORM 187 (Check appropriate boxes)

X SPONSORING NRC OFFICE OR DIVISION (Item 12a)	PRIME CONTRACTOR (Item 4a)
X DIVISION OF SECURITY (Item 12b)	SUBCONTRACTOR (Item 5a)
X DIVISION OF CONTRACTS (Item 12c)	RESPONSIBLE SECURITY OFFICE (Items 4a and 5a)

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 12b AND 12c BELOW.

12. THE SECURITY/CLASSIFICATION REQUIREMENTS AND ATTACHMENTS REFERENCED HEREIN HAVE BEEN APPROVED BY THE OFFICIALS NAMED IN 12a AND b BELOW. FINAL CONTRACTING APPROVAL BY THE DIRECTOR, DIVISION OF CONTRACTS OR HIS REPRESENTATIVE IS TO BE INCLUDED IN 12c BELOW:

NAME	SIGNATURE	DATE
a. DIRECTOR, OFFICE OR DIVISION R. Stephen Scott	<i>R. Stephen Scott</i>	9/13/85
b. DIRECTOR, DIVISION OF SECURITY RAYMOND J BRADY	<i>Raymond J Brady</i>	8/13/89
c. DIRECTOR, DIVISION OF CONTRACTS <i>Clair D. Wiggins</i>	<i>Clair D. Wiggins</i>	11/8/89

REMARKS

"Records containing Foreign Intelligence Information that are marked 'No Contract' as well as Secret Restricted Data are not archival information under this contract.

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(ii) An explanation of how the exemption applies to the agency records withheld; and

(iii) The reasons for asserting the exemption.

(2) If, on appeal, the denial of a request for waiver or reduction of fees for locating and reproducing agency records is upheld in whole or in part, the Executive Director for Operations shall notify the person making the request of his decision to sustain the denial, including a statement explaining why the request does not meet the requirements of § 9.41.

(3) The Executive Director for Operations or Secretary of the Commission shall inform the requester that the denial is a final agency action and that judicial review is available in a district court of the United States in the district in which the requester resides or has a principal place of business, in which the agency records are situated, or in the District of Columbia.

(d) The Executive Director for Operations or Secretary of the Commission shall furnish copies of all appeals and written determinations on appeals to the Director, Division of Rules and Records.

§ 9.31 Extension of time for response.

(a) In unusual circumstances defined in § 9.13, the NRC may extend the time limits prescribed in § 9.25 or § 9.29 by not more than 10 working days. The extension may be made by written notice to the person making the request to explain the reasons for the extension and indicate the date on which a determination is expected to be dispatched.

(b) An extension of the time limits prescribed in §§ 9.25 and 9.29 may not exceed a combined total of 10 working days per request.

§ 9.33 Search, review, and special service fees.

(a) The NRC charges fees for—

(i) Search, duplication, and review, when agency records are requested for commercial use;

(2). Duplication of agency records provided in excess of 100 pages when agency records are not sought for commercial use and the request is made by an educational or noncommercial sci-

entific institution, or a representative of the news media;

(3) Search and duplication of agency records in excess of 100 pages for any request not described in paragraphs (a) (1) and (2) of this section;

(4) The direct costs of searching for agency records. The NRC will assess fees even when no agency records are located as a result of the search or when agency records that are located as a result of the search are not disclosed; and

(5) Computer searches which include the cost of operating the Central Processing Unit for that portion of operating time that is directly attributable to searching for agency records plus the operator/programmer salary apportionable to the search.

(b) The NRC may charge requesters who request the following services for the direct costs of the service:

(1) Certifying that records are true copies; or

(2) Sending records by special methods, such as express mail, package delivery service, etc.

§ 9.34 Assessment of interest and debt collection.

(a) The NRC shall assess interest on the fee amount billed starting on the 31st day following the day on which the billing was sent in accordance with NRC's regulations set out in § 15.37 of this chapter. Interest is at the rate prescribed in 21 U.S.C. 3717.

(b) The NRC will use its debt collection procedures under Part 15 of this chapter for any overdue fees.

§ 9.35 Duplication fees.

(a)(1) Charges for the duplication of records made available under § 9.21 at the NRC Public Document Room, 1717 H Street, NW., Washington, DC 20555 by the duplicating service contractor are as follows:

(i) Six cents per page for paper copy to paper copy, except for engineering drawings and any other records larger than 17 x 11 inches for which the charges vary as follows depending on the reproduction process that is used:

(A) Xerographic process—\$1.50 per square foot for large documents or engineering drawings (random size up to

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24 inches in width and with variable length) reduced or full size;

(B) Photographic process—\$7.00 per square foot for large documents or engineering drawings (random size exceeding 24 inches in width up to a maximum size of 42 inches in length) full size only.

(ii) Six cents per page for microform to paper copy, except for engineering drawings and any other records larger than 17 x 11 inches for which the charge is \$1.25 per square foot or \$3.00 for a reduced-size print (18 x 24 inches).

(iii) One dollar per microfiche to microfiche.

(iv) One dollar per aperture card to aperture card.

(2) Self-service, coin-operated, duplicating machines are available at the PDR for the use of the public. Paper to paper is \$0.16 per page. Microform to paper is \$0.10 per page on the reader printers.

(3) A requester may submit mail-order requests for contractor duplication of NRC records made by writing to the NRC Public Document Room. The charges for mail-order duplication of records are the same as those set out in paragraph (a)(1) of this section, plus mailing or shipping charges.

(4) A requester may open an account with the duplicating service contractor. A requester may obtain the name and address and billing policy of the contractor from the NRC Public Document Room.

(5) Any change in the costs specified in this section will become effective immediately pending completion of the Commission's rulemaking that amends this section to reflect the new charges. The Commission shall post the charges that will be in effect for the interim period in the Public Document Room. The Commission shall complete the rulemaking necessary to reflect the new charges within 15 working days from the beginning of the interim period.

(b) The NRC shall assess the following charges for copies of records to be duplicated by the NRC at locations other than the NRC Public Document Room, located in Washington, DC or at local Public Document Rooms:

(1) Sizes up to 8½ x 14 inches made on office copying machines—\$0.20 per page of copy; and

(2) The charge for duplicating records other than those specified in paragraphs (a) and (b) is computed on the basis of NRC's direct costs.

(c) In compliance with the Federal Advisory Committee Act, a requester may purchase copies of transcripts of testimony in NRC Advisory Committee proceedings, which are transcribed by a reporting firm under contract with the NRC directly from the reporting firm at the cost of reproduction as provided for in the contract with the reporting firm. A requester may also purchase transcripts from the NRC at the cost of reproduction as set out in paragraphs (a) and (b) of this section.

(d) Copyrighted material may not be reproduced in violation of the copyright laws.

(e) Charges for the duplication of NRC records located in NRC Local Public Document Rooms are those costs that the institutions maintaining the NRC Local Public Document Room collections establish.

§ 9.37 Fees for search and review of agency records by NRC personnel.

The NRC shall charge the following hourly rates for search and review of agency records by NRC personnel:

(a) Clerical search, review, and duplication at a salary rate that is equivalent to a GG-7, Step 5 plus 16 percent fringe benefits;

(b) Professional/managerial search, review, and duplication at a salary rate that is equivalent to a GG-13, Step 5 plus 16 percent fringe benefits; and

(c) Senior executive or Commissioner search, review, and duplication at a salary rate that is equivalent to an ES-3 plus 16 percent fringe benefits.

§ 9.39 Search and duplication provided without charge.

(a) The NRC shall search for agency records requested under § 9.23(b), without charges when agency records are not sought for commercial use and the records are requested by an educational or noncommercial scientific in-

ATTACHMENT 7

§ 1228.198 Use of records transferred to the National Archives.

(a) In accordance with 44 U.S.C. 2108, restrictions lawfully imposed on the use of transferred records will be observed and enforced by NARA to the extent that they do not violate 5 U.S.C. 552. Statutory and other restrictions on transferred records remain in force until the records have been in existence for 30 years, unless the Archivist of the United States, after consulting with the head of the transferring agency, determines that the restrictions shall remain in force for a longer period of time for specific bodies of records. The regulations in Subchapters B and C of this title, insofar as they relate to the use of records in the National Archives or in a Federal records center, apply to official use of the records by Federal agencies as well as to the public.

(b) In instances of demonstrated need, and subject to any restrictions on their use, records deposited in the National Archives may be borrowed for official use outside the building in which they are housed by Federal agencies and the Congress, subject to the following conditions:

(1) Documents of high intrinsic value shall not be removed from the building in which they are housed except with the written approval of the Archivist;

(2) Records will not be loaned to enable agencies to answer routine reference inquiries from other agencies or the public;

(3) Records in fragile condition, or otherwise deteriorated to an extent that further handling will endanger them, will not be loaned;

(4) Each official who borrows records shall provide a receipt for them at the time they are delivered, and he shall assume responsibility for their prompt return upon the expiration of the time for which they are borrowed; and

(5) Each official who borrows computer magnetic tapes shall assume responsibility for proper care and handling of the tapes.

[42 FR 57316, Nov. 2, 1977. Redesignated at 50 FR 15723, Apr. 19, 1985, and amended at 50 FR 26935, June 28, 1985]

§ 1228.206 Disposal clearances.

No records of a Federal agency still in existence will be disposed of by NARA except with the concurrence of the agency concerned or as authorized on Standard Form 258, Request to Transfer—Approval and Receipt of Records to National Archives of the United States.

[42 FR 57316, Nov. 2, 1977. Redesignated at 50 FR 15723, Apr. 19, 1985]

Subpart J—Agency Records Centers

§ 1228.220 Authority.

Federal agencies are authorized to maintain and operate records centers for the storage, servicing, and disposal of their own noncurrent records when these centers are approved by the Archivist (44 U.S.C. 3103). Centers operated by Federal agencies are referred to in this Subchapter B as "agency records centers."

[47 FR 34787, Aug. 11, 1982. Redesignated at 50 FR 15723, Apr. 19, 1985]

§ 1228.222 Facility standards for agency records centers.

Inspection of agency records centers by NARA shall include an evaluation of the agency's compliance with the facility standards for records centers specified below:

(a) *General.* (1) The facility should be a single-story building, at or above grade level, constructed with noncombustible materials.

(2) A floor load limit shall be established for the records storage area by a structural engineer. The allowable load limit shall be posted in a conspicuous place and shall not be exceeded.

(3) Steel shelving or other open-shelf records storage equipment shall be braced to prevent collapse under full load in accordance with Federal Specifications AS-S-271 or AS-S-1047. The records storage height shall not exceed 15 feet. Agencies operating records centers which have storage heights in excess of 15 feet may apply in writing to the National Archives (NC), Washington, DC 20408, for an exemption to this requirement. If a request for exemption is denied, agencies will be required to remodel exist-

ing centers to meet the 15-foot requirement.

(4) The area occupied by the center shall be equipped with an anti-intrusion alarm system, or equivalent, to protect against unlawful entry after hours.

(b) *Fire safety.* (1) All walls separating records areas from each other and from other storage areas in the building shall be 4-hour fire resistant. The records areas shall not exceed 40,000 square feet each. Two-hour-rated firewalls shall be provided between the records storage areas and other auxiliary spaces. Penetrations in the walls shall not reduce the specified fire resistance ratings.

(2) Openings in firewalls separating records storage areas shall be avoided as far as possible but if openings are necessary they shall be protected by self-closing or automatic Class A fire doors, or equivalent, on each side of the wall openings.

(3) Roof support structures that cross or penetrate firewalls shall be cut and supported independently on each side of the firewall.

(4) If firewalls are erected with expansion joints, the joints shall be protected to their full height with No. 10 iron astragals lapping the opening on each side of the firewall.

(5) Building columns in the records storage areas shall be 2-hour fire resistant from the floor to the point where they meet the ceiling or roof framing system.

(6) Automatic roof vents shall not be designed into new or existing buildings.

(7) Where lightweight steel roof or floor supporting members (e.g., bar joists having top chords with angles 2 by 1½ inches or smaller, ¼-inch thick or smaller, and 1¼-inch or smaller web diameters) are present, they shall be protected either by applying a 10 minute fire resistive coating to the top chords of the joists, or by retrofitting the sprinkler system with large drop sprinkler heads. Retrofitting may require modifications to the piping system to ensure that adequate water capacity and pressure are provided in the areas to be protected with these large drop sprinkler heads.

(8) Furnace or boiler rooms shall be separated from records storage areas by 4-hour-rated firewalls, with no openings directly from these rooms to the records storage areas. No open flame (oil or gas) equipment or unit heaters shall be installed or used in any records storage area.

(9) The arrangement of the records storage equipment shall be such that there shall be no dead-end aisles. Equipment rows running perpendicular to the wall shall terminate at least 18 inches from the wall.

(10) No oil-type electrical transformers, regardless of size, except thermally protected devices included in fluorescent light ballasts, shall be installed in the records storage areas. All electrical wiring shall be in metal conduit, except that armored cable may be used where flexible connections to light fixtures are required.

(11) All records storage and adjoining areas shall be protected by automatic wetpipe sprinklers. Automatic sprinklers are specified herein because they provide the most effective fire protection for high-piled storage of paper records on open-type shelving.

NOTE: Other automatic extinguishing systems or protective measures may provide an acceptable level of fire-loss risk depending upon specific conditions, such as type or importance of the records, the type and stacking height of the storage equipment used, or how the space is designed, controlled, and operated (as well as its value). Agencies may elect to use alternate standards, as appropriate to their needs, such as those issued by the National Fire Protection Association (see NFPA 13, NFPA 231, NFPA 231C, NFPA 232, and NFPA 232AM). Also, agencies may consult the Chief of the Accident and Fire Prevention Branch in the GSA regional office about these or other systems and protective measures.

(12) The sprinkler system shall be rated at 286 degrees Fahrenheit and designed to provide 0.30 gpm per square foot for the most remote 1,500 square feet of floor area with a minimum flowing pressure of 7.0 psi at the most remote sprinkler head. Installation shall be in accordance with Standard Number 13 of the National Fire Protection Association.

(13) Maximum spacing of the sprinkler heads shall be on a 10-foot grid

and the positioning of the heads shall provide complete, unobstructed coverage, with a clearance of not less than 18 inches from the top of the highest stored materials.

(14) The sprinkler system shall be equipped with a water-flow alarm connected to a continuously staffed fire department or central station, with responsibility for immediate response.

(15) A manual fire alarm system shall be provided with central station service or other automatic means of notifying the municipal fire department. A manual alarm pull station shall be located adjacent to each exit. Supplemental manual alarm stations are permitted within the records storage areas.

(16) All water cutoff valves in the sprinkler system shall be equipped with automatic closure alarm connected to a continuously staffed station, with responsibility for immediate response.

(17) A dependable water supply free of interruption shall be provided. This normally requires a backup supply system having sufficient pressure and capacity to meet both firehose and sprinkler requirements for 2 hours.

(18) Interior firehose stations equipped with a 1½-inch diameter hose shall be provided in the records storage areas, enabling any point in the records storage area to be reached by a 50-foot hose stream from a 100-foot hose lay. The fire hoses shall not be provided, however, unless training in the handling and use of small hoses, protective gear, and breathing equipment has been given, and these protective items are available for brigade members.

(19) In addition to the designed sprinkler flow demand, 500 gpm shall be provided for hose stream demand. The hose stream demand shall be calculated into the system at the base of the main sprinkler riser.

(20) Fire hydrants should be located within 250 feet of each exterior entrance or other access to the records center that could be used by firefighters. All hydrants should be at least 50 feet away from the building walls and adjacent to a roadway usable by fire apparatus.

(21) Portable water-type fire extinguishers (2½-gallon stored pressure-type) shall be provided at each fire alarm striking station.

(22) Catwalks may be provided in the aisles between the metal stacks in high-activity records storage areas without provision of sprinklers under the walkway. Where provided, the walking surface of the catwalks shall be of expanded metal at least 0.09-inch thickness with a 2-inch mesh length. The surface opening ratio shall be equal to or greater than that outlined in Military Specification (MIL-M-17194C) of March 8, 1955. The sprinkler water demand for protection over bays with catwalks where records are not oriented perpendicular to the aisles shall be calculated hydraulically to give 0.3 gpm per square foot for the most remote 2,000 square feet.

(23) Storage of hazardous cellulose nitrate film requires special facilities not covered by the above standards. (See NFPA 40 and NFPA 232.)

(c) Archives. (1) Archival materials, whether on paper, plastic, or other media, generally require a much higher level of protection than temporary records, such as environmentally controlled and filtered storage space, and other safety measures not included in this section on agency records centers.

(2) Firesafety criteria for archives shall be the same as that for records centers, except that fire detection shall be incorporated into the archival storage areas in accordance with NFPA Standard 72E, and fire divisions in the archival storage areas may be reduced in size to reflect a management decision on the maximum amount of archives subject to damage or loss from fire.

[45 FR 5705, Jan. 24, 1980, as amended at 47 FR 34787, Aug. 11, 1982. Redesignated at 50 FR 15723, Apr. 19, 1985]

§ 1228.224 Requests for authority to establish or relocate records centers.

No agency records center shall be established or relocated from one city to another without the prior written approval of NARA.

(a) Exclusions. For purposes of this section, the term "agency records center" excludes:

(1) Records staging areas containing either less than 5,000 square feet of storage space or less than 25,000 cubic feet of records each used by agencies for the temporary storage of materials before their transfer to a records center or other disposition, provided no records are held in these staging areas more than 5 years. The facility standards in § 1228.222 apply to these staging areas.

(2) Records holding areas of either less than 5,000 square feet of floor space or less than 25,000 cubic feet of holdings each used solely for the storage of noncurrent records that are not suitable for transfer to a records center or archives for economic, high security, technical servicing, or other reasons. The facility standards in § 1228.222 apply to these records areas.

(b) Content of requests. Requests for authority to establish or relocate an agency records center shall be submitted in writing to the Archivist of the United States. These requests shall specify:

(1) Proposed location of the agency records center,

(2) Space to be occupied in gross square feet,

(3) Nature and quantity of records to be stored,

(4) Total personnel to be employed, and

(5) Justification for the proposed center which shall include a comparison between the annual cost per cubic foot to store the records in the agency records centers and the cost to store the same records in a NARA Federal records center. An analysis of NARA's Federal records center space and equipment cost may be obtained from the Office of Federal Records Centers (NC), National Archives, Washington, DC 20408. The justification also should indicate whether the records to be stored in the agency center have high security classification, require specialized processing or high-cost indexing, or are to be used by technical agency personnel stationed at the records center.

(c) Approval of requests. Request for the establishment or relocation of an agency records center will be provided by the Archivist of the United States when greater economy or efficiency can be achieved through operation than by the use of a Federal records center operated by NARA

[45 FR 5705, Jan. 24, 1980, as amended at 47 FR 34788, Aug. 11, 1982; 50 FR 82, J. 1985. Redesignated at 50 FR 15723, Apr. 19, 1985]

PART 1230—MICROGRAPHIC

Sec.

- 1230.1 Scope of part.
- 1230.2 Authority.
- 1230.4 Definitions.

Subpart A—Standards for Creation of Microform Records

- 1230.10 Authorization.
- 1230.12 Preparation.
- 1230.14 Microfilming.

Subpart B—Standards for the Maintenance, Use, and Disposition of Microform Records

- 1230.20 Storage.
- 1230.22 Inspection.
- 1230.24 Use of microform records.
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Subpart C—Centralized Micrographic Services

- 1230.50 Services available.
- 1230.52 Fees for services.

AUTHORITY: 44 U.S.C. 2907, 3302 and 3303; 50 U.S.C. 160101-160103. SOURCE: 50 FR 26935, June 28, 1985, unless otherwise noted.

§ 1230.1 Scope of part.

This part provides standards using micrographic technology in the creation, use, storage, retrieval, preservation, and disposition of Federal records. Agencies should also consider 41 CFR Subpart 201-45.1 for GSA requirements relating to micrographic records management programs.

§ 1230.2 Authority.

As provided in 44 U.S.C. Chapters 22 and 33, the Archivist of the United States is authorized to establish standards for the photographic and micrographic production and reproduction of records by Federal agencies with a view to disposal of the original