

SOLICITATION, OFFER AND AWARD

1 CONTRACT (Proc Invcl Form) NO NRC-33-83-460	2 SOLICITATION NO RS-ORM-83-460	3 DATE ISSUED 4/26/83	4 REQUISITION/PURCHASE REQUEST NO RS-ORM-83-460
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5 ISSUED BY
**U. S. Nuclear Regulatory Commission
Division of Contracts
Washington, D.C. 20555**

6 ADDRESS OFFER TO (If other than block 7)
**U. S. Nuclear Regulatory Commission
Division of Contracts
Washington, D.C. 20555**

In advertised procurement, offer and offers shall be construed to mean bid and bids

SOLICITATION

9 Sealed offers in one (1) original copy for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if handcarried, in the depository located in Room 2223, Air Rights Building until 12:00 noon local time 4/29/83
Bethesda, MD 20014 (Hour) (Date)

If this is an advertised solicitation, offers will be publicly opened at that time.
CAUTION - LATE OFFERS. See parts 7 and 8 of Solicitation Instructions and Conditions.
 All offers are subject to the following:

(Telegraphic responses are not authorized)

- The Solicitation Instructions and Conditions, SF 33-A January 1978 edition which is attached or incorporated herein by reference.
- The General Provisions, SF 32, _____ edition, which is attached or incorporated herein by reference.
- The Schedule included herein and/or attached hereto.
- Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in schedule.)

FOR INFORMATION CALL (Name & telephone no.) (No collect calls) **Ellyce B. Miles, Contract Negotiator (301) 492-7125**

SCHEDULE

10 ITEM NO	11 SUPPLIES SERVICES	12 QUANTITY	13 UNIT	14 UNIT PRICE	15 AMOUNT
SEE PART III OF THIS SOLICITATION PACKAGE. NOTE: THE ADDRESS SHOWN IN BLOCK 7 IS FOR MAILING PURPOSES ONLY. YOUR HAND-CARRIED OFFER SHOULD BE DELIVERED AS ADDRESSED IN BLOCK 9 ABOVE. THIS INCLUDES DELIVERY BY ANY EXPRESS MAIL SERVICES OR SPECIAL DELIVERY SERVICES WHICH USE A COURIER OR OTHER PERSON TO DELIVER THE OFFER IN PERSON TO THE NRC. A TELEPHONIC PROPOSAL IS NOT AUTHORIZED.					

OFFER (pages 2 and 3 must also be fully completed by offeror)

In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (90) (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 points), within the time specified in the schedule.

16 DISCOUNT FOR PROMPT PAYMENT (See part 9 SF 33-A)
 % 10 CALENDAR DAYS 0 % 20 CALENDAR DAYS 0 % 30 CALENDAR DAYS 0 CALENDAR DAYS

17 OFFEROR
 NAME AND ADDRESS
**Central Data Processing, Inc.
8007 Cryden Way
Forestville, P.G., MD. 20747**
 AREA CODE AND TELEPHONE NO **(301) 568-4900**

18 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
Margaret J. Couch, Secretary

19 SIGNATURE
Margaret J. Couch

20 OFFER DATE
4/28/83

AWARD (To be completed by Government)

21 ACCEPTED AS TO ITEMS NUMBERED
0001 thru 0003

22 AMOUNT
\$3750.00

23 ACCOUNTING AND APPROPRIATION DATA
80-20-25-03 B8855 31X0200.803

24 SUBMIT INVOICES (if copies unless otherwise indicated)
 TO ADDRESS SHOWN IN BLOCK 27

25 NEGOTIATED PURSUANT TO
 41 U.S.C. 252(a)(1) **3**

26 ADMINISTERED BY
**U.S. Nuclear Regulatory Commission
ORM, Attn: GOV/COM Accounts
Division of Accounting and Financing
Washington, DC 20555**

27 PAYMENT WILL BE MADE BY
**U.S. Nuclear Regulatory Commission
ORM, Attn: GOV/COM Accounts
Division of Accounting and Financing
Washington, DC 20555**

28 NAME OF CONTRACTING OFFICER (Type or print)
Mary Jo Mattia

29 UNITED STATES OF AMERICA
Peterson A. Smith
(Signature of contracting officer)

30 AWARD DATE
MAY - 2 1983

Where will be made on this form, or on Standard Form 28, or by other official written notice

REPRESENTATIONS (Check or complete all applicable boxes or blocks.)

The offeror represents as part of his offer that

1. SMALL BUSINESS (See par. 14 on SF 33 A.)

He is; is not a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder will; will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. MINORITY BUSINESS ENTERPRISE

He is; is not a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American-Aleuts.

3. REGULAR DEALER - MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)

He is a regular dealer in manufacturer of, the supplies offered.

4. CONTINGENT FEE (See par. 15 on SF 33 A.)

(a) He has; has not, employed or retained any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he has; has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

5. TYPE OF BUSINESS ORGANIZATION

He operates as an individual, a partnership, a nonprofit organization, a corporation, incorporated under the laws of the State of Maryland

6. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He is; is not, owned or controlled by a parent company. (See par. 16 on SF 33 A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (INCLUDE ZIP CODE)

N/A

OFFEROR'S IDENTIFICATION NUMBER - SEE PAR. 17 ON SF 33 A.

52-0896142

OFFEROR'S E.O. NO.

PARENT COMPANY'S E.O. NO.

N/A

7. EQUAL OPPORTUNITY

(a) He has; has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he has; has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he has developed and has on file; has not developed and does not have on file, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60.1 and 60.2); (2) he has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

CERTIFICATIONS (Check or complete all applicable boxes or blocks)

1. BUY AMERICAN CERTIFICATE

The offeror certifies as part of his offer, that each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled "Buy American Act"), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

2. **CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder, or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract has, has not, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (See par. 18 on SF 33-A)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above, or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of custom, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed contractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). *NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.*

Continued on Page 4

KNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO	DATE	AMENDMENT NO	DATE
	The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:			

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART I

Representations, Certifications, and Acknowledgments - Continued SF-33 (Page 3)

5. WOMAN-OWNED BUSINESS

Concern is is not a woman-owned business. The business is publicly owned, a joint stock association, or a business trust yes no. The business is certified not certified.

A woman-owned business is a business which is, at least, 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

For the purposes of this definition, businesses which are publicly owned, joint stock associations, and business trusts are exempted. Exempted businesses may voluntarily represent that they are, or are not, woman-owned if this information is available.

6. PERCENT OF FOREIGN CONTENT

The offeror/contractor will represent (as an estimate), immediately after the award of a contract, the percent of the foreign content of the item or service being procured expressed as a percent of the contract award price (accuracy within plus or minus 5 percent is acceptable).

7. NON-DISCRIMINATION BECAUSE OF AGE CERTIFICATION (1-12.1001)

The offeror hereby certifies as follows:

(a) In the performance of Federal contracts, he and his subcontractors shall not in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational retirement plan, or statutory requirement, and

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

8. CERTIFICATION OF RECOVERED MATERIALS (1-1.2504(b))

The offeror/contractor certifies that recovered materials will be used as required by specifications referenced in the solicitation/contract.

9. CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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

The award to Central Data Processing, Inc. of a contract or the modification of an existing contract does / / or does not /x/ involve situations or relationships of the type set forth in 41 CFR paragraph 20-1.5403(b)(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 factors bearing on his representation to the Contracting Officer. If the Contracting Officer determines that organizational conflicts exist, the following actions may be taken:

- (a) impose appropriate conditions which avoid such conflicts,
- (b) disqualify the offeror, or
- (c) 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.

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 awards; 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.

The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds or work from the statements of work contained in an RFP unless the RFP specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall 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.

The offeror's failure to execute the representation required herein with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

Any contract resulting from a solicitation requirement shall include general clauses (41 CFR 20-1.5404-1) prohibiting contractors from engaging in relationships which may give rise to an actual or apparent conflict of interest. Note: NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20) is included in Part IV as Attachment No. 1.

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS.

As used herein:

- (a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.
- (b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.
- (c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.

- (a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
- (c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- (e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.
- (f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- (g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.

Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on page three of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

- (a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see paragraphs 7 and 8.)
- (c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

7. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

- (a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:
- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
- (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in (a), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish:
- (1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)
- (2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

Note: The term "telegram" includes mailgrams.

8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS.

- (a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:
- (1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier); or
- (2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or
- (3) It is the only proposal received.
- (b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a)(1) and (a)(2) of this provision.
- (c) A modification resulting from the Contracting Officer's request for "best and final" offer, received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.
- (d) The only acceptable evidence to establish:
- (1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the proposal or modification shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)
- (2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding (a), (b), and (c), of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

Note: The term "telegram" includes mailgrams.

Note: The alternate late proposals, modifications of proposals and withdrawals of proposals provision prescribed by 41 CFR 1-3.802-2(b) shall be used in lieu of provision 8, if specified by the contract.

9. DISCOUNTS.

(a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT.

(a) The contract will be awarded to that responsible offeror whose offer is most favorable to the Government, after consideration of the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

(c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED, AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C.

3545), the Contract Work Hours Standards Act (41 U.S.C. 357-359), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

13. SELLER'S INVOICES. Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

(a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a) (1), (c) (3), or (b) of the certification has been deleted or modified. Where (a) (2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

19. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

8. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, AND WITHDRAWALS OF PROPOSALS (FPR 1-3.802-2(b))

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th day of the month must have been mailed by the 15th or earlier);

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation;

(3) It is the only proposal received; or

(4) It offers significant cost or technical advantages to the Government, and it is received before a determination of the competitive range has been made.

(b) Any modification of a proposal is subject to the same conditions as in (a) of this provision.

(c) The only acceptable evidence to establish:

(1) The date of mailing of a late proposal or modification sent either by registered or certified mail is the U. S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U. S. Postal Service. If neither postmark shows a legible date, the proposal or modification of proposal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(d) Notwithstanding (a) and (b) of this provision, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(e) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

NOTE: The term "telegram" includes mailgrams.

Paragraph 10 (a) on page 2 of the SF-33A is hereby deleted. Paragraph No. 19 on page 2 of the SF-33A is hereby deleted in its entirety.

1. LEVEL OF EFFORT

The NRC's estimate of the total of scientific, technical, and clerical effort for this project is approximately 103 man-days. This information is advisory and is not to be considered as the sole basis for the development of your staffing plans. You must detail how you intend to accomplish each objective covered herein.

2. TYPE OF CONTRACT

It is contemplated that a Fixed Price contract will be awarded; however, the Government reserves the right to negotiate and award whatever type contract is determined to be most appropriate. In addition to the special provisions of this request for proposal, any resultant contract shall include the general provisions applicable to the selected offeror's organization and type contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations in effect at the time of execution of the proposed contract will be included.

3. PERIOD OF PERFORMANCE/SCHEDULE

The Government estimates that the work hereunder including preparation and submission of the final tapes, shall be completed within eight days.

4. ACCEPTANCE PERIOD

Because of the time required by the Government to evaluate proposals adequately, offerors are requested to specify a proposal acceptance period of not less than 30 days.

5. ANTICIPATED AWARD DATE

It is anticipated that an award under this solicitation shall be made by May 2, 1983.

6. COST OF PROPOSAL PREPARATION

This solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal or for necessary studies or designs for the preparation thereof; or to procure or contract for the articles or services shown under Part III herein.

7. INDIVIDUAL(S) AUTHORIZED TO NEGOTIATE

The prospective offeror will list the name(s) and telephone number(s) of the person(s) authorized to conduct negotiations on the "Proposal Summary and Data Sheet" (see Part IV, Attachment No. 4) which is to be submitted with each proposal.

Offerors are cautioned that the person signing the proposal must have the authority to commit the offeror.

8. PROPOSAL SUMMARY AND DATA SHEET (See Part IV, Attachment No. 4)

A completed "Proposal Summary and Data Sheet" shall be submitted with each copy of the proposal.

9. RFP IDENTIFICATION

Mailing envelopes should be marked with the RFP number, the RFP closing date, and the notation: "DO NOT OPEN IN MAIL ROOM." Also, include the RFP number in your cover letter and on each page of your proposal.

10. AWARD NOTIFICATION

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

It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government (i.e., the NRC) to expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the Contracting Officer, NRC technical personnel cannot issue contract modifications, give informal contractual commitments or otherwise bind, commit, or obligate the NRC contractually. Informal contractual commitments include such actions as:

- a. encouraging a potential contractor to incur costs prior to receiving a contract,
- b. requesting or requiring a contractor to make changes under a contract without formal contract modifications,
- c. encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable, and

- d. committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

11. DISPOSITION OF PROPOSALS

After award of contract, two (2) copies of each unsuccessful proposal will be retained by NRC's Division of Contracts and unless return of proposals is requested by the offeror upon submission of proposal, all other copies will be destroyed. This notification should appear in any cover letter accompanying the proposal.

12. NOTICE OF PROPRIETARY INFORMATION

- a. Notice of Proprietary Information - Offerors are advised that those portions of the Proposal which are considered to be proprietary shall be so identified. In the event the offeror fails to indicate on the title page and each sheet of the proposal what portions of the proposal are proprietary, the NPC assumes no liability for disclosure or use of unmarked technical data and may use or disclose such data for any purpose. The clause set forth in paragraphs b. and c., below, should be utilized by the offeror in marking his proposal.

- b. Use and Disclosure of Data - Freedom of Information Act Requests

"This data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction. The data subject to this restriction is contained in sheets . Our failure to mark the proposal with a Legend or otherwise identify and restrict the disclosure and use of data in the proposal shall be interpreted by the NRC as an acknowledgment that the contents of the Technical Proposal may be released, disseminated, or otherwise disclosed by the NPC pursuant to a Freedom of Information Act request."

- c. Moreover, each sheet for which the offeror desires to restrict disclosure shall be marked with the following legend:

"Use or disclosure of proposal data is subject to the restriction on the title page of this proposal. I claim that information contained herein is proprietary and shall not be disclosed by the NRC in accordance with Exemption 4 of the Freedom of Information Act."

13. BUSINESS MANAGEMENT REQUIREMENTS

a. Cost Proposal Format

The offeror should utilize the Optional Form 60, Contract Pricing Proposal (Research and Development), in submitting the Cost Proposal. Offerors may, however, submit the necessary information in a different format where the offeror's accounting system makes use of the form impractical, or when required for a more effective and efficient presentation of cost information. In either instance, the information furnished shall include pertinent details sufficient to show the elements of cost upon which the total cost is predicated.

Cost will be evaluated on reasonableness, validity, and reliability.

b. Manpower Availability

Describe the source of personnel required for performance of each task and not presently employed by the offeror. If any of the personnel are under commitment, describe the terms of the commitment(s). Note specifically the personnel that will be on board subject to a contract award.

c. Consultants

Explain the need for consultant services. List proposed consultants if known by name. For each list show (1) nature of services, (2) fee rate, and (3) total consultant fee and any other allowable related costs which may be involved, such as travel and per diem. Such fees may not be paid to employees of the contractor or to employees of the U. S. Government.

d. Subcontractors

If the offeror plans to subcontract any of the work to be performed, list proposed subcontractors if known by name. Provide a detailed breakdown of specific work to be subcontracted and the approximate cost involved.

e. Labor Surplus Area Program Requirements

In keeping with the Federal Labor Surplus Area Program, the offeror is required to provide information on the general economic conditions of the area in which subcontractors are located, exact location of subcontractors (state, city, county), and the unemployment rate for the area, if known.

f. Additional Facilities or Property

In the event the offeror contemplates acquiring additional facilities or property in the performance of this work, such facilities or property shall be separately identified.

g. Other Contractual Commitments

The offeror shall list any commitments with other organizations, Governmental or private, and indicate whether these commitments will or will not interfere with the completion of work and services contemplated under this proposal.

h. Delivery Schedule

This is an urgent requirement and the delivery schedule is critical. Discuss any difficulties which may be encountered in the adherence of the required dates for delivery.

14. CONTRACT AWARD AND EVALUATION OF PROPOSALS

- a. Award will be made to the offeror whose proposal contains the lowest cost to the Government and the delivery schedule which allows for completion of the work within the required time frame. Additionally, the offeror must be considered to be responsible within the meaning of Federal Procurement Regulation 1-1.12. To be selected for an award, the proposed price must be realistic and reasonable.
- b. The Government reserves the right without qualification, to accept or reject any or all proposals, to negotiate with any and all proposers regardless of the terms of the original proposal, and to request additional clarifying information either through written information or through conference with the proposers. All proposers are notified that award may be made without discussion of proposals and, therefore, proposals should be submitted initially on the most favorable terms.

NAME OF OFFEROR OR CONTRACTOR

Central Data Processing, Inc.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Part III - Contract Schedule Article I - Supplies/Services/Prices The contractor shall provide keypunching services for the hard copy conversion of prefiled testimony onto 9-track magnetic tape for the incorporation into the Lexis Private Library as specified in Article II, Description/Specifications.				
0001	Keypunching onto 9-track magnetic tapes	2000	pgs.	\$1.875	\$3,750.00
0002	10-12" Diameter 1600BPI 9-track magnetic tape	3	ea.	No Charge	
0003	Transportation charges	1	lot.	No Charge	

ARTICLE II - DESCRIPTION/SPECIFICATIONS

A. Work Requirements

The contractor shall provide personnel, services material and equipment to complete the following requirements;

The contractor shall convert from hard copy prefiled testimony of the Indian Point Hearing for inclusion in NRC Lexis Private Library.

The contractor shall keypunch approximately 2000 pages of edited prefiled testimony on 1600 BPI 9-track magnetic tape in the format as shown on the cover sheet preceeding each document. Each document exclusive of its cover sheet is one segment of data. A sample document is included herein as Attachment 2. All data entry must conform to the data preparation specifications attached herewith as Attachment 3.

Only one short page is permitted per segment, which shall be at the end of the document. Entry shall be done continuously by including each page number as a line entry.

B. Document and Delivery Pick-Up

The contractor shall pick up the documents for processing in two batches. The first batch shall be ready for pick up at the time of award. The second batch shall be picked up on notice from the NRC project officer, but not later than May 4, 1983 at 11:00 a.m.

The first batch will contain up to 1500 pages and the second batch the balance number of pages.

All documents shall be picked up from USNRC, 4350 East West Highway, Room 426, Bethesda, Maryland.

Materials and specific instructions will be numbered and recorded by the NRC project officer and signed for and dated by the contractor representative at the time the work is picked up.

Delivery of the then completed magnetic tapes is required by the Government on the following dates:

May 4, 1983

May 6, 1983

May 10, 1983

The contractor shall contact Mead Data Central at (513) 859-1611, extension 7854 in order to receive a batch number for each tape being shipped prior to shipment. When the call is made, the contractor shall provide the following:

1. User Organization: NRCIP
2. What is being sent: Tape
3. No. of documents within each tape
4. Identification of the file into which the tape will be incorporated.
(as identified by the NRC PO).

Additionally, the contractor shall complete a mag tape batch form (to be provided by the project officer at time of award).

Each completed tape must be accompanied with a support document indicating the document title and number, date completed, and any other pertinent data indicated by the project officer. The original hardcopy documents and a copy of the support document shall be forwarded to the NRC project officer at the following address:

U.S. Nuclear Regulatory Commission
Atomic Safety Licensing Board Panel
Attn: Mr. Charles Fitti
Washington, DC 20555

The contractor is to ship by the most economical means that will insure delivery by the date required by the Government. Prepay and add shipping charges as a separate item to invoice. Insurance charges in connection with transportation of the supplies hereunder shall not be reimbursed by the Government.

The items required hereunder shall be delivered by the contractor to the following address:

Delivery Method -

Express Mail

Technical Services
c/o Private Library Services
Mead Data Central
P.O. Box 933
Dayton, OH 45401

Other Overnight Express

Technical Services
c/o Private Library Services
Mead Data Central
933 Springbord Pike
Miamisburg, OH 45342

- C. Offeror's proposed delivery schedule (to be completed by the offeror)
Delivery will be made on the following schedule: All work to be
completed by May 10, 1983
All services shall have been rendered and final delivery made by _____
May 10, 1983

D. Liquidated Damages

If the contractor fails to make final delivery by May 10, 1983, the contractor shall grant a credit to the Government for each day of delayed delivery in the amount of \$150.00 per day up to a maximum of \$1500.00. No credit shall accrue to the Government for those delays beyond May 10, 1983 which are created through fault of the Government.

ARTICLE III - INSPECTION AND ACCEPTANCE

A. Prior to Delivery

The Nuclear Regulatory Commission reserves the right to make periodic on-site inspections in accordance with the General Provision, entitled, "Inspection." It shall be expressly understood that such inspections shall not constitute acceptance by the Government of any part of the work, but shall be for the purpose of providing coordination and technical guidance in interpretation of technical requirements.

B. After Delivery

Inspection and preliminary acceptance shall be made at the delivery destination by the Mead Data personnel designated by the NRC project officer. However, the support documents will be compared with the records loaded into the system and verified before final acceptance of the completed services is made by the NRC project officer.

C. Standard of Performance

The hard copy documents must be keypunched in conformance with the descriptions specified in Article II as well as the Lexis format cover sheet and data preparation specifications provided as Attachment III.

D. Accuracy

It shall be the responsibility of the contractor to furnish tapes which accurately reflect the full and complete pre-filed testimony as submitted by the NRC. They must be of such quality as to insure against error and misinterpretation.

Where errors attributable to the contractor's performance appear in the tapes (i.e., those which change or obscure the meaning of the testimony but not including typographical errors or misspelling, if the intended meaning is clearly evident, such as "thier" for "their" or "teh" for the "the" etc.), the Government may, at its option, reject the tapes, request correction of the tapes in accordance with General Provision Clause 5 entitled "Inspection" or terminate subject contract in accordance with General Provision Clause 11 entitled, "Default."

E. Date of Acceptance

The tapes shall not be accepted and no charges shall be paid until the standard of performance is met. The date of acceptance shall be determined by the Contracting Officer or the Contracting Officer's Authorized Representative.

F. Daily Records

The NRC shall maintain appropriate daily records to satisfy the requirements of the section and shall notify the contractor in writing of the date that the standard of performance is met.

ARTICLE IV - PRESERVATION/PACKAGING/PACKING

All materials delivered under this contract shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and/or damages due to hazards of shipment, handling, and storage. Such packing shall be accomplished in such a manner as to insure safe delivery at destination.

Article V - GOVERNMENT FURNISHED PROPERTY

The contractor shall be provided with approximately 2000 segmented hard copy pages of prefiled testimony in two batches as specified in Article II, B.

Article VI - Total Amount of Contract

The firm fixed price amount of this contract for the delivery and acceptance of the supplies stipulated in Article I is \$ 3750.00 .

Article VII - Payment and Invoice Requirements

The contractor shall be paid upon submission of a proper and correct invoice or voucher. Invoices shall be submitted in an original and 4 copies to the U. S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM ACCOUNTS SECTION, Washington, DC 20555. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

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

Additional provisions relating to payment are contained in Article 7 of the General Provisions, and Billing Instructions for Fixed Price Contracts (Attachment 3)

ARTICLE VIII - TECHNICAL DIRECTION

- A. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer named in ARTICLE IX of this contract. The term "Technical Direction" is defined to include the following:
1. Technical direction to the contractor which shifts work emphasis between areas of work or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual scope of work.
 2. Providing assistance to the contractor in the preparation of drawings, specifications or technical portions of the work description.
 3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the contractor to the Government under the contract.

ARTICLE IX - PROJECT OFFICER

Charles Fitti is hereby designated as the Contracting Officer's authorized representative (hereinafter called Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate, settle any claim or dispute arising under the contract; or issue any unilateral directive whatever.

The Project Officer is responsible for: (1) monitoring the contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the

contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by contractors and submit recommendations for approval, disapproval, or suspension for supplies, services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the Project Officer to the contractor to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

Article X - Notice to the Government of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or date, or whenever the contractor has knowledge that any actual or potential situation is delaying, or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and the Project Officer in writing, giving pertinent details; provided, however, that this date be informational only in character and that this provision shall not be construed as a waiver by the Government of any delay schedule, or date of any rights, or remedies provided by law, or under this contract.

Article XI - Service Contract Act Provisions

A. Service Contract Act Wage Determination and Fringe Benefits

Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid the minimum monetary wage and shall be furnished fringe benefits in accordance with the following U.S. Department of Labor Wage Determination which is attached hereto as Attachment 5.

<u>Wage Determination</u>	<u>Date</u>
80 - 1294 R-8	3/2/83
78 - 384 R-6	8/4/82

B. Working Conditions

No part of the services covered by this Act will be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or any subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services.

- C. On the date a service employee commences work on any contract as a result this solicitation, the contractor or subcontractor will deliver to the employee a notice of the compensation required as a result of the award on a form prepared by the NRC or will post a notice of the required compensation in a prominent place at the worksite.
- D. The rates that would be paid by the NRC to the various classes of service employees performing under any resultant contract if Section 5341 or Section 5332 of Title 5, United States Code, were applicable is as follows:

<u>Employee Title</u>	<u>Hourly Wage</u>
Keypunch Operators	\$5.74

Article XII - Type of Contract and General Provisions

It is contemplated that a fixed price contract will be awarded. In addition to the special provisions of the Request for Proposal, any resultant contract shall be subject to the Fixed Price Supply General Provisions dated April, 1982 and the following additions:

1. Payment Due Date

- (a) Payments under this contract will be due on 30 calendar days after the later of:
 - (1) The date of actual receipt of a proper invoice (original and 4 copies) to the U. S. Nuclear Regulatory Commission, Division of Accounting and Finance, Office of Resource Management, ATTN: GOV/COM ACCOUNTS SECTION, Washington, DC 20555.
 - (2) The date the supplies are accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur "30" calendar days after the date of delivery of the supplies in accordance with the terms of the contract.
- (c) If the supplies are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise the provisions in paragraph (b) of this clause will apply to the new delivery of replacement supplies.
- (d) The date of the check issued in payment shall be considered to be the date payment is made.

2. Interest on Overdue Payments

- (a) The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to contractors interest on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

3.

SERVICE CONTRACT ACT OF 1965, AS AMENDED¹

(41 U.S.C. 351, et seq.)

(Revised text¹ showing in italics new or amended language provided by Public Law 92-473, as enacted October 9, 1972, and in bold face new or amended language provided by Public Law 94-489, as enacted October 13, 1976.)

AN ACT To provide labor standards for certain persons employed by Federal contractors to furnish services to Federal agencies, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Service Contract Act of 1965".

SEC. 2. (a) Every contract (and any bid specification therefor) entered into by the United States or the District of Columbia in excess of \$2,500, except as provided in section 7 of this Act, whether negotiated or advertised, the principal purpose of which is to furnish services in the United States through the use of service employees shall contain the following:

(1) A provision specifying the minimum monetary wages to be paid the various classes of service employees in the performance of the contract or any subcontract thereunder, as determined by the Secretary, or his authorized representative, in accordance with prevailing rates for such employees in the locality, *or, where a collective bargaining agreement covers any such service employees, in accordance with the rates for such employees provided for in such agreement, including prospective wage increases provided for in such agreement as a result of arm's-length negotiations. In no case shall such wages be lower than the minimum specified in subsection (b).*

(2) A provision specifying the fringe benefits to be furnished the various classes of service employees, engaged in the performance of the contract or any subcontract thereunder, as determined by the Secretary or his authorized representative to be prevailing for such employees in the locality, *or, where a collective-bargaining agreement*

covers any such service employees, to be provided for in such agreement, including prospective fringe benefit increases provided for in such agreement, as a result of arm's-length negotiations. Such fringe benefits shall include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, costs of apprenticeship or other similar programs and other bona fide fringe benefits not otherwise required by Federal, State, or local law to be provided by the contractor or subcontractor. The obligation under this subparagraph may be discharged by furnishing any equivalent combinations of fringe benefits or by making equivalent or differential payments in cash under rules and regulations established by the Secretary.

(3) A provision that no part of the services covered by this Act will be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the contractor or any subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish the services.

(4) A provision that on the date a service employee commences work on a contract to which this Act applies, the contractor or subcontractor will deliver to the employee a notice of the compensation required under paragraphs (1) and (2) of this subsection, on a form prepared by the Federal agency.

¹ Public Law 89-286, 79 Stat. 1034, as amended by Public Law 92-473, 86 Stat. 789; by Public Law 93-57, 87 Stat. 148; and by Public Law 94-489, 90 Stat. 2358.

or will post a notice of the required compensation in a prominent place at the worksite.

(5) *A statement of the rates that would be paid by the Federal agency to the various classes of service employees if section 5841 or section 5832 of title 5, United States Code, were applicable to them. The Secretary shall give due consideration to such rates in making the wage and fringe benefit determinations specified in this section.*

(b) (1) No contractor who enters into any contract with the Federal Government the principal purpose of which is to furnish services through the use of service employees and no subcontractor thereunder shall pay any of his employees engaged in performing work on such contracts less than the minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended (52 Stat. 1060; 29 U.S.C. 201, et seq.).

(2) The provisions of sections 3, 4, and 5 of this Act shall be applicable to violations of this subsection.

SEC. 3. (a) Any violation of any of the contract stipulations required by section 2(a) (1) or (2) or of section 2(b) of this Act shall render the party responsible therefor liable for a sum equal to the amount of any deductions, rebates, refunds, or underpayment of compensation due to any employee engaged in the performance of such contract. So much of the accrued payment due on the contract or any other contract between the same contractor and the Federal Government may be withheld as is necessary to pay such employees. Such withheld sums shall be held in a deposit fund. On order of the Secretary, any compensation which the head of the Federal agency or the Secretary has found to be due pursuant to this Act shall be paid directly to the underpaid employees from any accrued payments withheld under this Act.

(b) In accordance with regulations prescribed pursuant to section 4 of this Act, the Federal agency head or the Secretary is hereby authorized to carry out the provisions of this section.

(c) In addition, when a violation is found of any contract stipulation, the contract is

subject upon written notice to cancellation by the contracting agency. Whereupon, the United States may enter into other contracts or arrangements for the completion of the original contract, charging any additional cost to the original contractor.

SEC. 4. (a) Sections 4 and 5 of the Act of June 30, 1936 (49 Stat. 2036), as amended, shall govern the Secretary's authority to enforce this Act, make rules, regulations, issue orders, hold hearings, and make decisions based upon findings of fact, and take other appropriate action hereunder.

(b) The Secretary may provide such reasonable limitations and may make such rules and regulations allowing reasonable variations, tolerances, and exemptions to and from any or all provisions of this Act (*other than section 10*), but only in special circumstances where he determines that such limitation, variation, tolerance, or exemption is necessary and proper in the public interest or to avoid the serious impairment of government business, and is in accord with the remedial purpose of this Act to protect prevailing labor standards.

(c) No contractor or subcontractor under a contract, which succeeds a contract subject to this Act and under which substantially the same services are furnished, shall pay any service employee under such contract less than the wages and fringe benefits, including accrued wages and fringe benefits, and any prospective increases in wages and fringe benefits provided for in a collective-bargaining agreement as a result of arm's-length negotiations, to which such service employees would have been entitled if they were employed under the predecessor contract: Provided, That in any of the foregoing circumstances such obligations shall not apply if the Secretary finds after a hearing in accordance with regulations adopted by the Secretary that such wages and fringe benefits are substantially at variance with those which prevail for services of a character similar in the locality.

(d) Subject to limitations in annual appropriation Acts but notwithstanding any other provision of law, contracts to which this Act applies may, if authorized by the Secretary,

be for any term of years not exceeding five, if each such contract provides for the periodic adjustment of wages and fringe benefits pursuant to future determinations, issued in the manner prescribed in section 2 of this Act no less often than once every two years during the term of the contract, covering the various classes of service employees.

SEC. 5. (a) The Comptroller General is directed to distribute a list to all agencies of the Government giving the names of persons or firms that the Federal agencies or the Secretary have found to have violated this Act. Unless the Secretary otherwise recommends because of unusual circumstances, no contract of the United States shall be awarded to the persons or firms appearing on this list or to any firm, corporation, partnership, or association in which such persons or firms have a substantial interest until three years have elapsed from the date of publication of the list containing the name of such persons or firms. Where the Secretary does not otherwise recommend because of unusual circumstances, he shall, not later than ninety days after a hearing examiner has made a finding of a violation of this Act, forward to the Comptroller General the name of the individual or firm found to have violated the provisions of this Act.

(b) If the accrued payments withheld under the terms of the contract are insufficient to reimburse all service employees with respect to whom there has been a failure to pay the compensation required pursuant to this Act, the United States may bring action against the contractor, subcontractor, or any sureties in any court of competent jurisdiction to recover the remaining amount of underpayments. Any sums thus recovered by the United States shall be held in the deposit fund and shall be paid, on order of the Secretary, directly to the underpaid employee or employees. Any sum not paid to an employee because of inability to do so within three years shall be covered into the Treasury of the United States as miscellaneous receipts.

SEC. 6. In determining any overtime pay to which such service employees are entitled under any Federal law, the regular or basic hourly rate of pay of such an employee shall

not include any fringe benefit payments computed hereunder which are excluded from the regular rate under the Fair Labor Standards Act by provisions of section 7(d) thereof.

SEC. 7. This Act shall not apply to—

(1) any contract of the United States or District of Columbia for construction, alteration and or repair, including painting and decorating of public buildings or public works;

(2) any work required to be done in accordance with the provisions of the Walsh-Healey Public Contracts Act (49 Stat. 2036);

(3) any contract for the carriage of freight or personnel by vessel, airplane, bus, truck, express, railway line or oil or gas pipeline where published tariff rates are in effect;

(4) any contract for the furnishing of services by radio, telephone, telegraph, or cable companies, subject to the Communications Act of 1934;

(5) any contract for public utility services, including electric light and power, water, steam, and gas;

(6) any employment contract providing for direct services to a Federal agency by an individual or individuals; and

(7) any contract with the Post Office Department, the principal purpose of which is the operation of postal contract stations.

SEC. 8. For the purposes of this Act—

(a) "Secretary" means Secretary of Labor.

(b) The term "service employee" means any person engaged in the performance of a contract entered into by the United States and not exempted under section 7, whether negotiated or advertised, the principal purpose of which is to furnish services in the United States (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); and shall include all such persons

regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(c) The term "compensation" means any of the payments or fringe benefits described in section 2 of this Act.

(d) The term "United States" when used in a geographical sense shall include any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Outer Continental Shelf lands as defined in the Outer Continental Shelf Lands Act, American Samoa, Guam, Wake Island, Eniwetok Atoll, Kwajalein Atoll, Johnston Island, and Canton Island,² but shall not include any other territory under the jurisdiction of the United States or any United States base or possession within a foreign country.

SEC. 9. This Act shall apply to all contracts entered into pursuant to negotiations concluded or invitations for bids issued on or after ninety days from the date of enactment of this Act.

Sec. 10. It is the intent of the Congress that determinations of minimum monetary wages and fringe benefits for the various classes of service employees under the provisions of paragraphs (1) and (2) of section 2 should be made with respect to all contracts subject to this Act, as soon as it is administratively feasible to do so. In any event, the Secretary shall make such

determinations with respect to at least the following contracts subject to this Act which are entered into during the applicable fiscal year:

(1) For the fiscal year ending June 30, 1973, all contracts under which more than twenty-five service employees are to be employed.

(2) For the fiscal year ending June 30, 1974, all contracts, under which more than twenty service employees are to be employed.

(3) For the fiscal year ending June 30, 1975, all contracts under which more than fifteen service employees are to be employed.

(4) For the fiscal year ending June 30, 1976, all contracts under which more than ten service employees are to be employed.

(5) For the fiscal year ending June 30, 1977, and for each fiscal year thereafter, all contracts under which more than five service employees are to be employed.

Approved October 22, 1965 (Public Law 89-286).

Approved October 9, 1972 (Amendments, Public Law 92-473).

Approved October 13, 1976 (Amendments, Public Law 94-489).

² Canton Island added by Public Law 89-57, 87 Stat. 140

Legislative History (Public Law 89-286):

House Report No. 948 (Comm. on Education & Labor).

Senate Report No. 798 (Comm. on Labor & Public Welfare).

Congressional Record, Vol. 111 (1965):

Sept. 20, Considered and passed House.

Oct. 1, Considered and passed Senate, amended.

Oct. 6, House concurred in Senate amendment.

Legislative History (Public Law 92-473):

House Report No. 92-1251 (Comm. on Education and Labor).

Senate Report No. 92-1131 (Comm. on Labor and Public Welfare).

Congressional Record, Vol. 118 (1972):

Aug. 7, considered and passed House.

Sept. 19, considered and passed Senate, amended.

Sept. 27, House concurred in Senate amendments.

Legislative History (Public Law 94-489):

House Report No. 94-1571 (Comm. on Education and Labor).

Congressional Record, Vol. 122 (1976):

Sept. 21, considered and passed House.

Sept. 30, considered and passed Senate.

Part IV - List of Attachments

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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.
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20-1.5411	Waiver.
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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.

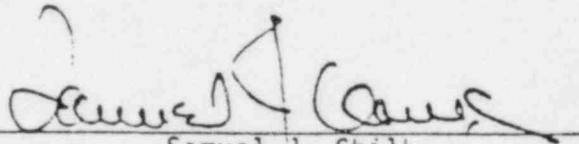
Such action shall be strictly limited to those situations in which: (1) The work to be performed under contract is vital to the NRC program; (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or 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.

520-1.5412 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

STANDARD FORM 98 Rev. Feb. 1973 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE <i>(See Instructions on Reverse)</i>	1. NOTICE NO. A 840645
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MAIL TO:

Administrator
 Wage and Hour Division
 U.S. Department of Labor
 Washington, D.C. 20210

2. Estimated solicitation date (use numerals)

Month	Day	Year
04	22	83

3. Estimated date bids or proposals to be opened or negotiations begun (use numerals)

Month	Day	Year
04	27	83

4. Date contract performance to begin (use numerals)

Month	Day	Year
05	02	83

5. PLACE(S) OF PERFORMANCE

Dayton, Ohio
 Arlington, VA
 Fairfax, VA
 Washington, DC

6. SERVICES TO BE PERFORMED (describe)

Keypunching Services

7. INFORMATION ABOUT PERFORMANCE

A. Services now performed by a contractor
 B. Services now performed by Federal employees
 C. Services not presently being performed

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor	b. Number(s) of any wage determination(s) in incumbent's contract
N/A	N/A

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). Important: Attach copies of current applicable collective bargaining agreements

N/A

RESPONSE TO NOTICE
(by Department of Labor)

A. The attached wage determination(s) listed below apply to procurement.

80-1294 R-8
78-384 R-6

B. As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. From information supplied, the Service Contract Act does not apply (see attached explanation).

D. Notice returned for additional information (see attached explanation).

Signed: _____
 (U.S. Department of Labor)
21 APR 1983
 (Date)

9. OFFICIAL SUBMITTING NOTICE

SIGNED:	DATE
<i>Ellyce B. Miles</i>	4-20-83
TYPE OR PRINT NAME	TELEPHONE NO.
Ellyce B. Miles	492-7125

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

U.S. Nuclear Regulatory Commission
 Division of Contracts
 Washington, DC 20555
 Attn: E. B. Miles

STANDARD FORM NO. 18

February 1973

U.S. DEPARTMENT OF LABOR
Employment Standards Administration

NOTICE OF INTENTION TO MAKE
A SERVICE CONTRACT AND RESPONSE TO NOTICE
(Attachment A)

11. NOTICE NO.

A840645

12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT

13. NUMBER OF
EMPLOYEES
IN EACH CLASS

14. HOURLY WAGE RATE
THAT WOULD BE
PAID IF FEDERALLY
EMPLOYED

Key Entry Operator - Level I

15

\$5.74

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

B0683
 OF000

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

W. M. Otter

W. M. Otter

Administrator

LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA
	Area: Washington, D.C. Metropolitan Area *	
Wage determination number: 80-1294 (Rev.-8)		Date: MAR 2 1983

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

1. Accounting clerk I	\$5.50				
2. Accounting clerk II	5.96				
3. Accounting clerk III	6.77				
4. Accounting clerk IV	7.82				
5. Computer data librarian	6.57				
6. Computer operator I	7.17				
7. Computer operator II	7.60				
8. Computer operator III	8.90				
9. Computer programmer I	9.79	1/			
10. Computer programmer II	10.58	1/			
11. Computer programmer III	12.16	1/			
12. Computer systems analyst I	9.51	1/			
13. Computer systems analyst II	12.03	1/			
14. Computer systems analyst III	13.90	1/			
15. Drafter II	6.36				
16. Drafter III	7.64				
17. Drafter IV	8.88				
18. Drafter V	10.89				
19. File clerk I	4.59				
20. File clerk II	5.28				
21. File clerk III	6.76				
22. Key entry operator I	5.52				
23. Key entry operator II	6.29				
24. Librarian	8.94				
25. Librarian Technician	6.77				

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

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

W. M. Otter

W. M. Otter

Administrator

LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA
	Area: Washington, D.C. Metropolitan Area *	
Wage determination number: 80-1294 (Rev.-8)		Date: MAR 2 1983

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

26. Messenger	\$5.80
27. Order clerk I	5.99
28. Order clerk II	6.19
29. Payroll clerk	6.59
30. Proof reader	6.28
31. Secretary I	6.97
32. Secretary II	7.45
33. Secretary III	8.22
34. Secretary IV	8.94
35. Secretary V	10.40
36. Stenographer	7.48
37. Switchboard Operator	5.38
38. Technical illustrator	9.16
39. Technician II	9.16
40. Technician III	11.24
41. Transcribing-Machine-Typist	7.80
42. Typist I	5.74
43. Typist II	6.28
44. Word processing specialist/operator	6.28
45. Switchboard operator-receptionist	5.76

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

2/

3/

4/

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

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

W. M. Otter
 W. M. Otter Administrator

LOCALITY	State: District of Columbia-Maryland-Virginia DC-MD-VA			
	Area: Washington, D.C. Metropolitan Area *			
Wage determination number: 80-1294 (Rev.-8)		Date: MAR 2 1983		
Class of service employee	Minimum hourly wage	Fringe benefit payments		
		Health & Welfare	Vacation	Holiday

- 1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See Section 4.156, 29 CFR Part 4.)
- 2/ \$.32 an hour or \$12.80 a week or \$55.46 a month.
- 3/ 2 weeks paid vacation after 1 year of service with a contractor or successor. 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. 4.171(b)(2).)
- 4/ 9 paid holidays per year: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor 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.)

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

N. M. Ottar

N. M. Ottar

Administrator

LOCALITY	State: District of Columbia-Maryland-Virginia DC-MD-VA
	Area: Washington, D.C. Metropolitan Area *

Wage determination number: 80-1294 (Rev. -6)	Date: MAR 2 1968
--	------------------

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

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

* This wage determination applies to:

- District of Columbia
- Virginia - Arlington (013), Fairfax (059), Loudoun (107), and Prince William (153) Counties and the independent cities of Alexandria (201), Fairfax (267 and Falls Church (217).
- Maryland - Counties of Calvert (009), Charles (017), Montgomery (031), and Prince Georges (033)

Appendix B. Occupational Descriptions

The primary purpose of preparing job descriptions for the Bureau's wage surveys is to assist its field representatives in classifying into appropriate occupations workers who are employed under a variety of payroll titles and different work arrangements from establishment to establishment and from area to area. This permits grouping of occupational wage rates representing comparable job content. Because of this emphasis on comparability of occupational content, the Bureau's job descriptions may differ significantly from those in use in individual establishments or those prepared for other purposes. In applying these job descriptions, the Bureau's field representatives are instructed to exclude working supervisors; apprentices; and part-time, temporary, and probationary workers. Handicapped workers whose earnings are reduced because of their handicap are also excluded. Learners, beginners, and trainees, unless specifically included in the job description, are excluded.

The titles and 2, 3, or 4-digit codes below the job titles in this appendix are taken from the 1980 edition of the *Standard Occupational Classification Manual (SOC)*, issued by the U.S. Department of Commerce, Office of Federal Statistical Policy and Standards.

In general, the Bureau of Labor Statistics' occupational descriptions are much more specific than those found in the SOC manual. The BLS occupation, "Registered Industrial Nurse," for example, is limited to workers providing medical assistance and other related services (e.g., health education) to persons who are ill or become ill or suffer an injury in a factory or other establishment. The SOC occupation (code 29) includes a variety of registered nurses (e.g., school nurse, head nurse, general duty nurse, private nurse) that are excluded from the BLS description.

Thus, in comparing the results of this survey with other sources, factors such as differences in occupational definitions and survey scope should be taken into consideration.

Office

SECRETARY

(4622: Secretary)

Assigned as a personal secretary, normally to one individual. Maintains a close and highly responsive relationship to the day-to-day activities of the supervisor. Works fairly independently receiving a minimum of detailed supervision and guidance.

Performs varied clerical and secretarial duties requiring a knowledge of office routine and understanding of the organization, programs, and procedures related to the work of the supervisor.

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

- a. Positions which do not meet the "personal" secretary concept described above;
- b. Stenographers not fully trained in secretarial-type duties;
- c. Stenographers serving as office assistants to a group of professional, technical, or managerial persons;
- d. Assistant-type positions which entail more difficult or more responsible technical, administrative, or supervisory duties which are not typical of secretarial work, e.g., Administrative Assistant, or Executive Assistant;
- e. Positions which do not fit any of the situations listed in the sections below titled "Level of Supervisor," e.g., secretary to the president of a company that employs, in all, over 5,000 persons;
- f. Trainees.

Classification by level. Secretary jobs which meet the required characteristics are matched at one of five levels according to (a) the level of the secretary's supervisor within the company's organizational structure and, (b) the level of the secretary's responsibility. The tabulation following the explanations of these two factors indicates the level of the secretary for each combination of the factors.

Level of Secretary's Supervisor (LS)

LS-1

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

LS-2

- a. Secretary to an executive or managerial person whose responsibility is not equivalent to one of the specific level situations in the definition for LS-3, but whose organizational unit normally numbers at least several dozen employees and is usually divided into organizational segments which are often, in turn, further subdivided. In some companies, this level includes a wide range of organizational echelons; in others, only one or two; or
- b. Secretary to the head of an individual plant, factory, etc., (or other equivalent level of official) that employs, in all, fewer than 5,000 persons.

LS-3

- a. Secretary to the chairman of the board or president of a company that employs, in all, fewer than 100 persons; or
- b. Secretary to a corporate officer (other than chairman of the board or president) of a company that employs, in all, over 100 but fewer than 5,000 persons; or
- c. Secretary to the head (immediately below the officer level) over either a major corporatewide functional activity (e.g., marketing, research, operations, industrial relations, etc.) or a major geographic or organizational segment (e.g., a regional headquarters, a major division) of a company that employs, in all, over 5,000 but fewer than 25,000 employees; or
- d. Secretary to the head of an individual plant, factory, etc., (or other equivalent level of official) that employs, in all, over 5,000 persons; or
- e. Secretary to the head of a large and important organizational segment (e.g., a middle management supervisor of an organizational segment often involving as many as several hundred persons) of a company that employs, in all, over 25,000 persons.

LS-4

- a. Secretary to the chairman of the board or president of a company that employs, in all, over 100 but fewer than 5,000 persons; or
- b. Secretary to a corporate officer (other than the chairman of the board or president) of a company that employs, in all, over 5,000 but fewer than 25,000 persons; or

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

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

Level of Secretary's Responsibility (LR)

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

LR-1

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

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

LR-2

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

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

- e. Explains supervisor's requirements to other employees in supervisor's unit. (Also types, takes dictation, and files.)

The following tabulation shows the level of the secretary for each LS and LR combination:

	<i>LR-1</i>	<i>LR-2</i>
LS-1.....	I	II
LS-2.....	II	III
LS-3.....	III	IV
LS-4.....	IV	V

STENOGRAPHER

(4623: Stenographer)

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

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

Stenographer I.

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

Stenographer II.

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

TRANSCRIBING-MACHINE TYPIST

(4623: Stenographer)

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

TYPIST

(4624: Typist)

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

Excluded from this definition is work that involves:

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

Typist I

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

Typist II

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

FILE CLERK

(4696: File clerk)

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

File Clerk I

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

File Clerk II

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

File Clerk III

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

MESSENGER

(4745: Messenger)

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

SWITCHBOARD OPERATOR

(4732: Telephone operator)

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

SWITCHBOARD OPERATOR-RECEPTIONIST

(4645: Receptionist)

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

ORDER CLERK

(4664: Order clerk)

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

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

Positions are classified into levels according to the following definitions:

Order Clerk I

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

Order Clerk II

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

ACCOUNTING CLERK

(4712: Bookkeeper and accounting and auditing clerk)

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

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

Accounting Clerk I

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

Accounting Clerk II

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

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

Accounting Clerk III

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

Accounting Clerk IV

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

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

PAYROLL CLERK

(4713: Payroll and timekeeping clerk)

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

KEY ENTRY OPERATOR

(4793: Data entry keyer)

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

computer processing. Work requires skill in operating an alphanumeric keyboard and an understanding of transcribing procedures and relevant data entry equipment.

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

Key Entry Operator I

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

Key Entry Operator II

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

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

Professional and Technical

COMPUTER SYSTEMS ANALYST, BUSINESS

(1712: Computer systems analyst)

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

Does not include employees primarily responsible for the management or supervision of other electronic data processing employees, or systems analysts primarily concerned with scientific or engineering problems.

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

Computer Systems Analyst I

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

Computer Systems Analyst II

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

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

Computer Systems Analyst III

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

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

COMPUTER PROGRAMMER, BUSINESS

(3971: Programmer, business)

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

Does not include employees primarily responsible for the management or supervision of other electronic data processing employees, or programmers primarily concerned with scientific and/or engineering problems.

For wage study purposes, programmers are classified as follows:

Computer Programmer I

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

Computer Programmer II

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

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

May guide or instruct lower level programmers.

Computer Programmer III

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

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

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

COMPUTER OPERATOR

(4612: Computer operator)

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

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

- e. Responds to operating and computer output instructions.
- f. Reviews error messages and makes corrections during operation or refers problems.
- g. Maintains operating record.

May test-run new or modified programs. May assist in modifying systems or programs. The scope of this definition includes trainees working to become fully qualified computer operators, fully qualified computer operator, and lead operators providing technical assistance to lower level operators. It excludes workers who monitor and operate remote terminals.

For wage study purposes, computer operators are classified as follows:

Computer Operator I

Work assignments are limited to established production runs (i.e., programs which present few operating problems). Assignments may consist primarily of on-the-job training (sometimes augmented by classroom instruction). When learning to run programs, the supervisor or a higher level operator provides detailed written or oral guidance to the operator before and during the run. After the operator has gained experience with a program, however, the operator works fairly independently in applying standard operating or corrective procedures in responding to computer output instructions or error conditions, but refers problems to a higher level operator or the supervisor when standard procedures fail.

Computer Operator II

In addition to established production runs, work assignments include runs involving new programs, applications, and procedures (i.e., situations which require the operator to adapt to a variety of problems). At this level, the operator has the training and experience to work fairly independently in carrying out most assignments. Assignments may require the operator to select from a variety of standard setup and operating procedures. In responding to computer output instructions or error conditions, applies standard operating or corrective procedures, but may deviate from standard procedures when standard procedures fail if deviation does not materially alter the computer unit's production plans. Refers the problem or aborts the program when procedures applied do not provide a solution. May guide lower level operators.

Computer Operator III

In addition to work assignments described for Computer operator II (see above) the work of Computer operator III involves at least one of the following:

- a. Deviates from standard procedures to avoid the loss of information or to conserve computer time even though the procedures applied materially alter the computer unit's production plans.
- b. Tests new programs, applications, and procedures.
- c. Advises programmers and subject-matter experts on setup techniques.

- d. Assists in (1) maintaining, modifying, and developing operating systems or programs; (2) developing operating instructions and techniques to cover problem situations; and/or (3) switching to emergency backup procedures (such assistance requires a working knowledge of program language, computer features, and software systems).

An operator at this level typically guides lower level operators.

PERIPHERAL EQUIPMENT OPERATOR

(4613: Peripheral equipment operator)

Operates peripheral equipment which directly supports digital computer operations. Such equipment is uniquely and specifically designed for computer applications, but need not be physically or electronically connected to a computer. Printers, plotters, card read/punches, tape readers, tape units or drives, disk units or drives, and data display units are examples of such equipment.

The following duties characterize the work of a peripheral equipment operator:

- a. Loading printers and plotters with correct paper; adjusting controls for forms, thickness, tension, printing density, and location; and unloading hard copy.
- b. Labeling tape reels, disks, or card decks.
- c. Checking labels and mounting and dismounting designated tape reels or disks on specified units or drives.
- d. Setting controls which regulate operation of the equipment.
- e. Observing panel lights for warnings and error indications and taking appropriate action.
- f. Examining tapes, cards, or other material for creases, tears, or other defects which could cause processing problems.

This classification excludes workers (1) who monitor and operate a control console (see Computer operator) or a remote terminal, or (2) whose duties are limited to operating decollaters, bursters, separators, or similar equipment.

COMPUTER DATA LIBRARIAN

(4696: File clerk)

(4754: Stock and inventory clerk)

Maintains library of media (tapes, disks, cards, cassettes) used for automatic data processing applications. The following or similar duties characterize the work of a computer data librarian: Classifying, cataloging, and storing media in accordance with a standardized system; upon proper requests, releasing media for processing; maintaining records of releases and returns; inspecting returned media for damage or excessive wear to determine whether or not they need replacing. May perform minor repairs to damaged tapes.

DRAFTER

(372: Drafting occupation)

Performs drafting work requiring knowledge and skill in drafting methods, procedures, and techniques. Prepares drawings of structures, mechanical and electrical equipment, piping and duct systems and other similar equipment, systems, and

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

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

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

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

Drafter I

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

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

Drafter II

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

Drafter III

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

Drafter IV

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

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

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

Drafter V

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

TECHNICIAN

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

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

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

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

Qualification Requirements: Demonstration of satisfactory skill and good performance in the particular field; four years' progressive experience in the specific field in addition to graduation from a two year resident course at a technical institute or the equivalent.

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

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

Qualification requirements: Demonstration of satisfactory skill and good performance in the particular field; two years progressive experience in the specific field in addition to graduation from a two year resident course at a technical institute, or the equivalent.

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

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

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

Qualification requirements: Demonstration of satisfactory skill and good performance with three years of progressive work experience with the particular equipment or graduation from a two-year resident course at a technical institute, or the equivalent.

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

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

W. M. Otter

W. M. Otter

Administrator

LOCALITY	State: <u>Ohio</u>	OH		
	Area: <u>Greene (057), Miami (109), Montgomery (113), and Preble (135) Counties</u>			
Wage determination number: <u>78-384 (Rev.-6)</u>		Date: <u>4 AUG 1982</u>		
Class of service employee	Minimum hourly wage	Fringe benefit payments		
		Health & Welfare	Vacation	Holiday

1. Clerk, accounting III	\$4.88
2. Clerk, accounting IV	7.45
3. Clerk, file I	3.93
4. Clerk, file II	5.14
5. Clerk, order	5.24
6. Clerk, payroll	6.38
7. Keyentry operator I	5.52
8. Keyentry operator II	5.86
9. Messenger	4.34
10. Secretary II	5.98
11. Secretary III	7.45
12. Secretary IV	7.54
13. Secretary V	8.49
14. Stenographer I	5.75
15. Stenographer II	7.29
16. Switchboard operator	4.90
17. Switchboard operator - receptionist	4.71
18. Typist I	4.46
19. Typist II	5.78
20. Computer operator I	6.96
21. Computer operator II	7.30
22. Computer operator III	8.87
23. Computer programmer I	8.09 1/
24. Computer programmer II	9.23 1/
25. Computer programmer III	12.40 1/

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Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other
26. Drafter III	\$7.14				
27. Drafter IV	8.84				
28. Drafter V	11.40				
29. Drafter-tracer	5.92				
30. Technician I	7.61				
31. Technician II	9.09				
32. Technician III	10.57				

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

2/

3/

4/

1/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR Part 541. (See section 4.156, 29 CFR Part 4.)

2/ \$.32 an hour or \$12.80 a week or \$55.46 a month.

3/ 2 weeks paid vacation after 1 year of service with a contractor or successor.

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. 4.171(b)(2).)

4/ 10 paid holidays per year: New Year's Day, Washington's Birthday, Good Friday, 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.)