

| STANDARD FORM 26, JULY 1966 *GENERAL SERVICES ADMINISTRATION *FED. PROC. REG. (41CFR) 1-16.101 | | AWARD/CONTRACT | | PAGE 1 | OF |
|--|--|---|---|--|---------------|
| 1. CONTRACT (Proc. Init. Ident.) NO. NRC-10-78-598 | | 2. EFFECTIVE DATE SEP 2 1 1978 | | 3. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA No. RS-ADM-78-598 | |
| 4. CERTIFIED FOR NATIONAL DEFENSE UNDER DOSA REG. 2 AND/OR DMS REG. 1. RATING | | 5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555 | | 6. ADMINISTERED BY (If other than block 5) CODE | |
| 7. DELIVERY FOB DESTI- NATION <input checked="" type="checkbox"/> X <input type="checkbox"/> OTHER (See below) | | 8. CONTRACTOR NAME AND ADDRESS Automated Correspondence Systems, Inc. 2120 L Street, NW Washington, DC 20037 | | 9. DISCOUNT FOR PROMPT PAYMENT 2.0% - 10 Calendar days 1.5% - 20 Calendar days 1.0% - 30 Calendar days | |
| 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK | | 11. SHIP TO/MARK FOR See Section F, Subsection F.3 | | 12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Controller Washington, DC 20555 | |
| 13. THIS PROCUREMENT WAS <input checked="" type="checkbox"/> ADVERTISED, <input type="checkbox"/> NEGOTIATED, PURSUANT TO | | <input type="checkbox"/> 10 U.S.C. 2304 (a)(1) | | <input type="checkbox"/> 41 U.S.C. 252 (a)(1) | |
| 14. ACCOUNTING AND APPROPRIATION DATA B&R Symbol: 48-20-25-712 Appropriation Symbol: 31X0200.408 Obligate: \$151,000.00 | | | | | |
| 15. ITEM NO. | 16. SUPPLIES/SERVICES | 17. QUANTITY | 18. UNIT | 19. UNIT PRICE | 20. AMOUNT |
| | <p>The Government hereby accepts your bid dated September 7, 1978, in response to solicitation number RS-ADM-78-598.</p> <p>Item 16 - Discount for Prompt Payment, has been changed in accordance with your letter dated 9/18/78 and reflected in block 9 - Discount For Prompt Payment above.</p> <p>In accordance with Section J.7, entitled "Ceiling," the amount presently obligated and available for payment under this contract is \$151,000.00. This amount may be unilaterally increased, subject to the availability of funds, through subsequent modifications to the contract.</p> | | | | |
| 21. | | TOTAL AMOUNT OF CONTRACT \$ 270,736.75 | | | |
| CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE | | | | | |
| 22. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | 26. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number RS-ADM-78-598 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | |
| 23. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign) | | | 27. UNITED STATES OF AMERICA BY <i>M. J. Mattia</i> (Signature of Contracting Officer) | | |
| 24. NAME AND TITLE OF SIGNER (Type or print) | | 25. DATE SIGNED | | 28. NAME OF CONTRACTING OFFICER (Type or print) Mary Jo Mattia | |
| | | | | 29. DATE SIGNED SEP 2 1 1978 | |

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

The Offeror represents and certifies as part of his offer that: (Check or complete all applicable boxes or blocks.)

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

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

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

(a) He ☐ has, ☒ has not, employed or retained any company or person (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. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

4. TYPE OF BUSINESS ORGANIZATION

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

District of Columbia

5. 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) _____

(c) Employer's identification number (See par. 17 on SF 33-A.)

52-0994408

(Offeror's E.I. No.)

(Parent Company's E.I. No.)

6. EQUAL OPPORTUNITY

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 clause.)

7. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source 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

8. 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 the 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.

9. 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 any 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 habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts 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 subcontractors 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 statements in offers is prescribed in 18 U.S.C. 1001.

| ACKNOWLEDGMENT 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.

The following paragraphs are added to the Representations, Certifications and Acknowledgments of the reverse (Page 2) of Standard Form 33, Solicitation, Offer, and Award, of this contract.

B.10 AFFIRMATIVE ACTION REPRESENTATION

"The bidder or proposer has _____ has not ☒ developed an affirmative action compliance program for each of its establishments. (See 41 CFR 6-1.40 and 60-2)"

If such a program has not been developed the bidder will complete the following:

"The bidder does _____ does not ☒ employ more than 50 employees and has _____ has not _____ been awarded a contract subject to Executive Order 11246 in the amount of \$50,000 or more since July 1, 1968. If such a contract has been awarded since July 1, 1968, give the date of such contract, but do not list contracts awarded within the last 120 days prior to the date of this representation."

B.11 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 50 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.

B.12 CLEAN AIR AND WATER CERTIFICATION

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 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.

(Applicable if bid or offer or award exceeds \$100,000 or indefinite quantity contract is expected to exceed same, or facility to be used is listed by Environmental Protection Agency as convicted violator.)

SOLICITATION INSTRUCTIONS AND CONDITIONS AND NOTICE TO OFFERORS

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 the 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 the reverse 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 by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see C.20)

(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 should 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. MODIFICATION OR WITHDRAWAL OF OFFERS.

(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also 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 offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. (However, see par. 8.)

(b) If this solicitation is negotiated, offers may be modified (subject to par. 8, when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Offers 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 offer prior to award.

8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS. (This paragraph applies to all advertised solicitations. In the case of Department of Defense negotiated solicitations, it shall also apply to late offers and modifications (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) but not to withdrawal of offers. Unless otherwise provided, this paragraph does not apply to negotiated solicitations issued by civilian agencies.)

(a) Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails for which the offeror was not responsible; or (3) if submitted by mail (or by telegram if authorized) it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; provided, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Offerors using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late offer was timely mailed.

(c) The time of mailing of late offers submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the offeror furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show the date, the offer shall not be considered.

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 conforming to the solicitation will be most advantageous to 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. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20710, 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), (a)(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.

C.20

Clauses C7 and C8 are deleted in their entirety, and the following is substituted in lieu thereof:

"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 the wrapper or 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 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.)
 - (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 or 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."

C.21 The following is added to Clause 9, "Discounts," Subparagraph (a):

For the purpose of bid evaluation, any prompt payment discount which is eligible (i.e., for a period of 20 days or more) for consideration in the evaluation of bids pursuant to this paragraph will be applied directly to the price offered. For the purpose of payment, when the prompt payment discount is earned, the full discount will be deducted, otherwise any prompt payment discount in excess of 5 percent will be considered by the Government only as prompt payment of 5 percent and any percentage in excess of 5 percent will be considered as a special discount, which the bidder or offeror agrees that the Government will be entitled to regardless of when payment is made.

C.22 Pursuant to the provisions contained in Clause C.5, Paragraph (b), telegraphic bids are not authorized.

C.23 NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, or color, or national origin, whether such facilities are segregated by directive or on a de factor basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.

C.24 NONDISCRIMINATION BECAUSE OF AGE (FPR 1-12.1001)

It is the policy of the Executive Branch of the Government that (a) contractors and subcontractors engaged in the performance of Federal contracts 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 qualification, 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 upon a bona fide occupational qualification, retirement plan, or statutory requirement.

C. 25 LISTING OF EMPLOYMENT OPENINGS (1-12.1102-2)

Bidders and offerors should note that this solicitation includes a provision requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$2,500 or more.

C.26 TYPE OF CONTRACT

It is contemplated that a fixed-price requirement contract will be awarded. The contract will include all applicable terms and conditions as prescribed by the Federal Procurement Regulations. Standard Form 32, General Provisions (2/15/78 edition) and FPR Changes and NRC Additions to Standard Form 32 (6/76 edition) are attached and will form part of any resultant contract.

C.27 BIDDER'S QUALIFICATIONS

Bidders must be regularly engaged in the word processing business and have adequate personnel and facilities, including equipment, in the Washington, DC Metropolitan Area to assure satisfactory completion of the terms and conditions of this contract. Inasmuch as the service contemplated by this solicitation is of such a nature that delays, errors, and other forms of unsatisfactory performance would jeopardize the interests of the Commission, bidders who submit bids in response to this solicitation may be required to furnish evidence of their experience in satisfactorily providing word processing services of the type covered by this contract.

C.28 CONFLICT OF INTEREST

There are two paramount principles which the Commission must consider in determining if a conflict of interest would exist by award of this work:

1. Does the award in any way give rise to a conflict that biases or prejudices the results that the Commission expects from the proposed work;

2. Would the award put the contractor in an unfair competitive advantage with respect to other contractors.

In order to assist the Commission in applying the above two principles to submitted proposals, the offerors should describe any significant contractual and organizational relationships of the offeror, its employees or expected subcontractors on this contract, with industry associations (e.g., utilities, etc.) and suppliers thereof (e.g. architect engineers and reactor manufacturers, etc) which might give rise to an apparent or actual conflict of interest in the event of a contract award to offeror. Examples of some of the relationships which would be of concern to the NRC in this context are generally described in the attached policy statement, attached hereto as Attachment M.1.2.

C.29 LIST OF EQUIPMENT

Each bidder is to submit with his bid, a list and description of word processing equipment to be used hereunder.

C.30 DEFINITIONS

- a. Camera-ready copy - material that is typed, composed or otherwise prepared for printing. Implies good, clean copy (on which only pale blue pencil is used to indicate changes) that will reproduce well when photographed (for producing a page negative) and then printed.
- b. Proofreading - Compare typed document with document submitted and correct typographical errors, spelling, abbreviations, and punctuation. Corrections should be in accordance with the GPO Style Manual. Typed document must conform to the format supplied with the Work Order.
- c. Copy Editing - In addition to items specified under "Proofreading", correct document for grammatical errors, sentence structure, and word usage. Editing changes shall be made in accordance with the GPO Style Manual and clearly noted as changes on the incoming draft.
- d. Broadside - A broadside page is one designed to read normally when the publication is turned 90 degrees to the left. Wide figures and tables are often printed broadside. The left side of a broadside figure or table is at the bottom of the page.
- e. Rough Draft - Document or dictation submitted may be in very rough form where the originator does not deem it necessary for the finished product to be proofread.
- f. Magnetic Media - Information is to be stored on magnetic cards or diskettes. Use only one-sided magnetic cards and, if contractor has diskette capability, use only diskettes which are compatible with IBM System 6 Information Processors.

- g. Recording - Typing document for first time where text is stored in the memory of a magnetic card or diskette typing station. Text is then recorded onto magnetic media. Document has at the same time been typed on paper, or it may be played back from magnetic media on a magnetic card typewriter or ink-spray document printer.
- h. Revisions/Major - Information already stored on magnetic media. Revisions are mainly sentence and paragraph changes with several insertions or rearrangement of text which will require page length changes. Approximates more than 25% of the entire document.
- i. Revisions/Minor - Information already stored on magnetic media. Revisions are only character or word changes, or minor and major deletions. Approximates 1/10 of each page.

C.31 MATERIAL AVAILABLE FOR VIEWING

Examples of the type of work that will be required hereunder, including Revisions Minor, Revisions Major and Rough Draft inputs, will be available for examination by the prospective bidders during the period allowed for submission of bids at the following location:

Nuclear Regulatory Commission
Public Document Room
Information Desk
1717 H Street, NW
Washington, D. C.

Time: 8:15 a.m. - 5:00 p.m.
Contact: Jeanne Hopkins

In addition, a Work Order form and a Sample Format are attached hereto as Attachments M.1.4 and M.1.5 respectively.

C.32 SUBMISSION OF BIDS

Bids must set forth full, accurate and complete information as required by this Invitation for Bids (including attachments). The Penalty for making false statements in bids is prescribed in 18 U. S. C. 1001.

SECTION D - EVALUATION AND AWARD FACTORS

D.1 EVALUATION

A preaward onsite survey of the bidder's facilities, equipment, etc. in accordance with FPR 1-1.1205-4 may be made by representatives of the Commission for the purpose of determining whether the bidder is responsible within the meaning of FPR 1-1.12 and whether the bidder possesses qualifications that are conducive to the production of work that will meet the requirements, specifications, and provisions of this contract. Also, if requested by the Commission, the prospective contractor may be required to submit statements within 72 hours after such request: (i) concerning their ability to meet any of the minimum standards set forth in FPR 1-1.1203, (ii) samples of work, and (iii) the names and addresses of clients, Government agencies and/or commercial firms which the bidder is now doing or has done business with.

D.2 AWARD

Award will be made to that responsive, responsible bidder within the meaning of the Federal Procurement Regulations 1-1.12 whose bid is the lowest overall evaluated total contract price for the Government based upon the estimated requirements as set forth in the schedule. For the purposes of determining the lowest bid, the unit prices quoted for each item and/or subitem listed in Section E hereof will be multiplied by the estimated number of units shown therein and the products thereof added together to arrive at the aggregate of each bid.

Notwithstanding paragraph 10 entitled "Award of Contract," the award of any resulting contract will be made on an "ALL OR NONE" basis.

SECTION E - SUPPLIES/SERVICES AND PRICES

Word Processing services, as further defined in Section F, consisting of the following categories:

| I. Narrative Text (Simple) | Estimated Pages | Price Per Page | Amount |
|----------------------------------|-----------------|---------------------------|----------------------|
| A. <u>Recording/Playback</u> | | | |
| (1) 8" x 10 1/2" or 8 1/2" x 11" | | | |
| a. Single Spacing | 5,000 | \$. <u>2.40</u> | \$. <u>12,000.00</u> |
| b. Double Spacing | 4,000 | \$. <u>1.20</u> | \$. <u>4800.00</u> |
| (2) 8 1/2" x 14" | | | |
| a. Single Spacing | 300 | \$. <u>3.65</u> | \$. <u>1095.00</u> |
| b. 1 1/2 Spacing | 300 | \$. <u>2.80</u> | \$. <u>840.00</u> |
| c. Double Spacing | 300 | \$. <u>1.95</u> | \$. <u>585.00</u> |
| (3) 8" x 10 1/2" Letterhead | | | |
| a. Single Spacing | 100 | \$. <u>2.80</u> | \$. <u>280.00</u> |
| (4) Typing Guides - 9 1/2" x 14" | | | |
| a. Single Spacing | 2,500 | \$. <u>3.50</u> | \$. <u>8750.00</u> |
| b. 1 1/2 Spacing | 2,500 | \$. <u>2.65</u> | \$. <u>6625.00</u> |
| (5) Index Cards - Single Spacing | | | |
| a. 3" x 5" | 125 | \$. <u>.08</u> | \$. <u>10.00</u> |
| b. 5" x 8" | 125 | \$. <u>.10</u> | \$. <u>12.50</u> |
| B. <u>Revisions - Minor</u> | | | |
| (1) 8" x 10 1/2" or 8 1/2" x 11" | | | |
| a. Single Spacing | 750 | \$. <u>.95</u> | \$. <u>712.50</u> |
| b. Double Spacing | 750 | \$. <u>.65</u> | \$. <u>487.50</u> |
| (2) 8 1/2" x 14" | | | |
| a. Single Spacing | 100 | \$. <u>1.25</u> | \$. <u>125.00</u> |
| b. 1 1/2 Spacing | 100 | \$. <u>1.05</u> | \$. <u>105.00</u> |
| c. Double Spacing | 100 | \$. <u>.90</u> | \$. <u>90.00</u> |

| | Estimated Pages | Price Per Page | Amount |
|--|-----------------|----------------|--------|
|--|-----------------|----------------|--------|

(3) Typing Guides - 9 1/2" x 14"

| | | | |
|-------------------|-----|----------|------------|
| a. Single Spacing | 200 | \$. 1.35 | \$. 270.00 |
| B. 1 1/2 Spacing | 200 | \$. 1.15 | \$. 230.00 |

(4) Index Cards - Single Spacing

| | | | |
|------------|----|---------|----------|
| a. 3" x 5" | 25 | \$. .05 | \$. 1.25 |
| b. 5" x 8" | 25 | \$. .06 | \$. 1.50 |

C. Revisions - Major

(1) 8" x 10 1/2" or 8 1/2" x 11"

| | | | |
|-------------------|-------|----------|-------------|
| a. Single Spacing | 1,500 | \$. 1.90 | \$. 2850.00 |
| b. Double Spacing | 1,500 | \$. 1.50 | \$. 2250.00 |

(2) 8 1/2" x 14"

| | | | |
|-------------------|-----|----------|------------|
| a. Single Spacing | 200 | \$. 2.50 | \$. 500.00 |
| b. 1 1/2 Spacing | 200 | \$. 2.15 | \$. 430.00 |
| c. Double Spacing | 200 | \$. 1.80 | \$. 360.00 |

(3) Typing Guides - 9 1/2" x 14"

| | | | |
|-------------------|-----|----------|-------------|
| a. Single Spacing | 650 | \$. 2.65 | \$. 1722.50 |
| b. 1 1/2 Spacing | 650 | \$. 2.30 | \$. 1495.00 |

(4) Index Cards - Single Spacing

| | | | |
|------------|----|---------|----------|
| a. 3" x 5" | 50 | \$. .08 | \$. 4.00 |
| b. 5" x 8" | 50 | \$. .10 | \$. 5.00 |

D. Rough Draft - No Proofing

(1) 8" x 10 1/2" or 8 1/2" x 11"

| | | | |
|-------------------|-----|----------|------------|
| a. Single Spacing | 100 | \$. 1.60 | \$. 160.00 |
| b. Double Spacing | 100 | \$. .85 | \$. 85.00 |

(2) 8 1/2" x 14"

| | | | |
|-------------------|-----|----------|------------|
| a. Single Spacing | 100 | \$. 2.10 | \$. 210.00 |
| b. 1 1/2 Spacing | 100 | \$. 1.65 | \$. 165.00 |
| c. Double Spacing | 100 | \$. 1.10 | \$. 110.00 |

E. Premium Pay - Evening Shift

(1) 8" x 10 1/2" or 8 1/2" x 11"

| | | | |
|-------------------|-------|---------|--------------|
| a. Single Spacing | 4,000 | \$ 3.60 | \$ 14,400.00 |
| b. Double Spacing | 3,000 | \$ 1.90 | \$ 5,700.00 |

(2) 8 1/2" x 14"

| | | | |
|-------------------|-----|---------|-------------|
| a. Single Spacing | 200 | \$ 5.40 | \$ 1,080.00 |
| b. 1 1/2 Spacing | 200 | \$ 4.20 | \$ 840.00 |
| c. Double Spacing | 100 | \$ 2.90 | \$ 290.00 |

F. Premium Pay - Weekends/Holidays

(1) 8" x 10 1/2" or 8 1/2" x 11"

| | | | |
|-------------------|-------|---------|-------------|
| a. Single Spacing | 1,000 | \$ 3.60 | \$ 3,600.00 |
| b. Double Spacing | 750 | \$ 1.90 | \$ 1,425.00 |

(2) 8 1/2" x 14"

| | | | |
|-------------------|-----|---------|-----------|
| a. Single Spacing | 100 | \$ 5.40 | \$ 540.00 |
| b. 1 1/2 Spacing | 100 | \$ 4.20 | \$ 420.00 |
| c. Double Spacing | 100 | \$ 2.90 | \$ 290.00 |

(3) Typing Guides - 9 1/2" x 14"

| | | | |
|-------------------|-----|---------|-------------|
| a. Single Spacing | 225 | \$ 5.40 | \$ 1,215.00 |
| b. 1 1/2 Spacing | 225 | \$ 4.20 | \$ 945.00 |

| II. Specialized (Technical, including mathematical & greek symbol, statistical, tabular) | <u>Estimated Pages</u> | <u>Price Per Page</u> | <u>Amount</u> |
|---|------------------------|--------------------------|---------------------|
| Moderate - less than 50% | | | |
| A. <u>Recording/Playback</u> | | | |
| (1) 8" x 10 1/2" or 8 1/2" x 11" | | | |
| a. Single Spacing | 2,500 | \$ <u>3.65</u> | \$ <u>9125.00</u> |
| b. Double Spacing | 2,500 | \$ <u>2.25</u> | \$ <u>5625.00</u> |
| (2) 8 1/2" x 14" | | | |
| a. Single Spacing | 500 | \$ <u>4.75</u> | \$ <u>2375.00</u> |
| b. 1 1/2 Spacing | 500 | \$ <u>3.85</u> | \$ <u>1925.00</u> |
| c. Double Spacing | 500 | \$ <u>2.90</u> | \$ <u>1450.00</u> |
| (3) Typing Guides - 9 1/2" x 14" | | | |
| a. Single Spacing | 2,500 | \$ <u>4.90</u> | \$ <u>12,250.00</u> |
| b. 1 1/2" Spacing | 2,500 | \$ <u>4.00</u> | \$ <u>10,000.00</u> |
| B. <u>Revisions - Major</u> | | | |
| (1) 8" x 10 1/2" or 8 1/2" x 11" | | | |
| a. Single Spacing | 1,500 | \$ <u>2.40</u> | \$ <u>3600.00</u> |
| b. Double Spacing | 1,500 | \$ <u>1.90</u> | \$ <u>2850.00</u> |
| (2) 8 1/2" x 14" | | | |
| a. Single Spacing | 200 | \$ <u>2.90</u> | \$ <u>580.00</u> |
| b. 1 1/2 Spacing | 200 | \$ <u>2.60</u> | \$ <u>520.00</u> |
| c. Double Spacing | 200 | \$ <u>2.25</u> | \$ <u>450.00</u> |
| (3) Typing Guides - 9 1/2" x 14" | | | |
| a. Single Spacing | 700 | \$ <u>3.05</u> | \$ <u>2135.00</u> |
| b. 1 1/2 Spacing | 700 | \$ <u>2.75</u> | \$ <u>1925.00</u> |

C. Premium Pay - Evening Shift

| | | | | | |
|-----|------------------------------|-------|---------|------------|--|
| (1) | 8" x 10 1/2" or 8 1/2" x 11" | | | | |
| a. | Single Spacing | 1,700 | \$ 4.50 | \$ 7650.00 | |
| b. | Double Spacing | 1,500 | \$ 3.25 | \$ 4875.00 | |
| (2) | 8 1/2" x 14" | | | | |
| a. | Single Spacing | 200 | \$ 5.75 | \$ 1150.00 | |
| b. | 1 1/2 Spacing | 200 | \$ 4.25 | \$ 850.00 | |
| c. | Double Spacing | 200 | \$ 3.75 | \$ 750.00 | |
| (3) | Typing Guides - 9 1/2" x 14" | | | | |
| a. | Single Spacing | 1,700 | \$ 5.25 | \$ 8925.00 | |
| b. | 1 1/2" Spacing | 1,500 | \$ 4.75 | \$ 7125.00 | |

D. Premium Pay - Weekends/Holidays

| | | | | | |
|-----|------------------------------|-----|---------|------------|--|
| (1) | 8" x 10 1/2" or 8 1/2" x 11" | | | | |
| a. | Single Spacing | 500 | \$ 4.50 | \$ 2250.00 | |
| b. | Double Spacing | 500 | \$ 3.25 | \$ 1625.00 | |
| (2) | Typing Guides - 9 1/2" x 14" | | | | |
| a. | Single Spacing | 500 | \$ 5.25 | \$ 2625.00 | |
| b. | 1 1/2 Spacing | 500 | \$ 4.75 | \$ 2375.00 | |

| III. Specialized (Technical, including mathematical & greek symbol, statistical, tabular) | <u>Estimated Pages</u> | <u>Price Per Page</u> | <u>Amount</u> |
|--|------------------------|--------------------------|-------------------|
| Difficult - more than 50% | | | |
| A. <u>Recording/Playback</u> | | | |
| (1) 8" x 10 1/2" or 8 1/2" x 11" | | | |
| a. Single Spacing | 1,500 | \$ <u>4.75</u> | \$ <u>7125.00</u> |
| b. Double Spacing | 1,500 | \$ <u>3.65</u> | \$ <u>5475.00</u> |
| (2) 8 1/2" x 14" | | | |
| a. Single Spacing | 200 | \$ <u>5.25</u> | \$ <u>1050.00</u> |
| b. 1 1/2 Spacing | 200 | \$ <u>4.50</u> | \$ <u>900.00</u> |
| c. Double Spacing | 200 | \$ <u>2.75</u> | \$ <u>550.00</u> |
| (3) Typing Guides - 9 1/2" x 14" | | | |
| a. Single Spacing | 700 | \$ <u>5.25</u> | \$ <u>3675.00</u> |
| b. 1 1/2 Spacing | 700 | \$ <u>4.50</u> | \$ <u>3150.00</u> |
| B. <u>Revisions - Major</u> | | | |
| (1) 8" x 10 1/2" or 8 1/2" x 11" | | | |
| a. Single Spacing | 750 | \$ <u>2.75</u> | \$ <u>2062.50</u> |
| b. Double Spacing | 750 | \$ <u>2.25</u> | \$ <u>1687.50</u> |
| (2) 8 1/2" x 14" | | | |
| a. Single Spacing | 100 | \$ <u>3.25</u> | \$ <u>325.00</u> |
| b. 1 1/2 Spacing | 100 | \$ <u>2.90</u> | \$ <u>290.00</u> |
| c. Double Spacing | 100 | \$ <u>2.60</u> | \$ <u>260.00</u> |
| (3) Typing Guides - 9 1/2" x 14" | | | |
| a. Single Spacing | 350 | \$ <u>3.25</u> | \$ <u>1137.50</u> |
| b. 1 1/2 Spacing | 350 | \$ <u>2.90</u> | \$ <u>1015.00</u> |

C. Premium Pay - Evening Shift

(1) 8" x 10 1/2" or 8 1/2" x 11"

| | | | |
|-----------------------------|---------------|-------------------|------------|
| a. Single Spacing | 300 | \$ 6.25 | \$ 1875.00 |
| b. Double Spacing | 200 | \$ 4.75 | \$ 950.00 |

(2) 8 1/2" x 14"

| | | | |
|-----------------------------|---------------|-------------------|-----------|
| a. Single Spacing | 100 | \$ 6.75 | \$ 675.00 |
| b. 1 1/2 Spacing | 100 | \$ 5.25 | \$ 525.00 |
| c. Double Spacing | 100 | \$ 3.50 | \$ 350.00 |

(3) Typing Guides - 9 1/2" x 14"

| | | | |
|-----------------------------|---------------|-------------------|------------|
| a. Single Spacing | 200 | \$ 6.75 | \$ 1350.00 |
| b. 1 1/2 Spacing | 200 | \$ 5.25 | \$ 1050.00 |

D. Premium Pay - Weekends/Holidays

(1) 8" x 10 1/2" or 8 1/2" x 11"

| | | | |
|-----------------------------|---------------|-------------------|-----------|
| a. Single Spacing | 150 | \$ 6.25 | \$ 937.50 |
| b. Double Spacing | 100 | \$ 4.75 | \$ 475.00 |

(2) 8 1/2" x 14"

| | | | |
|-----------------------------|--------------|-------------------|-----------|
| a. Single Spacing | 50 | \$ 6.75 | \$ 337.50 |
| b. 1 1/2 Spacing | 50 | \$ 5.25 | \$ 262.50 |
| c. Double Spacing | 50 | \$ 3.50 | \$ 175.00 |

(3) Typing Guides - 9 1/2" x 14"

| | | | |
|-----------------------------|---------------|-------------------|-----------|
| a. Single Spacing | 100 | \$ 6.75 | \$ 675.00 |
| b. 1 1/2 Spacing | 100 | \$ 5.25 | \$ 525.00 |

| IV. Transcription | <u>Estimated Pages</u> | <u>Price Per Page</u> | <u>Amount</u> |
|---|------------------------|--------------------------|--|
| A. <u>Recording/Playback</u> | | | |
| (1) 8" x 10 1/2" Double Spacing | | | |
| a. Simple | 750 | \$ <u>6.50</u> | \$ <u>4875.00</u> |
| b. Difficult | 250 | \$ <u>8.50</u> | \$ <u>2125.00</u> |
| B. <u>Rough Draft - No Proofing</u> | | | |
| (1) 8" x 10 1/2" Double Spacing | | | |
| a. Simple | 750 | \$ <u>4.50</u> | \$ <u>3375.00</u> |
| b. Difficult | 250 | \$ <u>6.50</u> | \$ <u>1625.00</u> |
| V. <u>Copy/Editing</u> | | | |
| A. <u>Recording/Playback</u> | | | |
| (1) 8" x 10 1/2" or 8 1/2" x 11" | | | |
| a. Single Spacing | 3,000 | \$ <u>2.95</u> | \$ <u>8850.00</u> |
| b. Double Spacing | 3,000 | \$ <u>2.40</u> | \$ <u>7200.00</u> |
| (2) 8 1/2" x 14" Legal Size or Typing Guides | | | |
| a. Single Spacing | 3,000 | \$ <u>3.75</u> | \$ <u>11,250.00</u> |
| b. 1 1/2 Spacing | 3,000 | \$ <u>3.50</u> | \$ <u>10,500.00</u> |
| c. Double Spacing | 3,000 | \$ <u>2.90</u> | \$ <u>8700.00</u> |
| VI. <u>Communication</u> | | | |
| A. To Paper and/or Magnetic Cards or Diskettes | 2,500 | \$ <u>.10</u> | \$ <u>250.00</u> |
| | | | TOTAL ESTIMATED PRICE \$ <u>270,736.75</u> |

SECTION F - DESCRIPTION/SPECIFICATIONS

F.1 Scope of Work - General

The Contractor shall, upon receipt of any Work Order for services issued hereunder furnish all plant, equipment, materials, labor, and miscellaneous accessorial supplies and services including necessary transportation (pick up and delivery), except the Government-furnished property specified herein, required to perform word processing and other related services for the Commission's Office of Administration. Work Orders may be issued or placed at the sole option of the Commission. It is understood and agreed that the Commission undertakes no obligation hereby to issue or place Work Orders hereunder. The Contractor shall be obligated to perform the services specified in each Work Order issued or placed hereunder during the term of this contract unless duly rejected because of inability to understand dictation on cassettes/tape reels or to interpret illegible handwriting. If duly rejected, the contractor shall within two hours of receipt of Work Orders give notification of such rejection to the Contracting Officer or his authorized representative. The verbal rejection of any Work Order by the contractor shall be confirmed by written rejection to the Contracting Officer or his authorized representative including the reason(s) therefor.

F.2 Requirements

The contractor shall use only qualified and competent personnel in the performance of the work hereunder and shall perform the services in accordance with the instructions provided on the Work Order and the quality standards specified in Subsection F.4 hereof.

It shall be the responsibility of the Contractor to assure that someone in its employ (not an answering service) is available to accept verbal (Telephonic) Work Orders from the ordering office between the hours of 8:30 a.m. and 5:00 p.m. on each of the Commission's regular workdays. Any service required under this contract may be ordered by a telephone call to the Contractor from the Contracting Officer or his authorized representative. All verbal Work Orders shall be confirmed by written Work Orders from the Commission which shall accompany the work to be (a) dated, (b) consecutively numbered, (c) be made a part of the contract file, and (d) set forth the following information as applicable:

1. Services being ordered;
2. Completion date; and
3. Special instructions or requirements, if any, including the names, locations, and telephone numbers of Commission personnel to be contacted in connection with the services ordered.

F.3 Pick Up & Delivery

After verbal Work Order (telephonic) has been placed, the Contractor shall, within 2 hours after its receipt of such order, pick up at one of the locations designated below as the "points of origin" the written Work Order, source materials, and pertinent instructions including any necessary Government-furnished property concerned with the work to be performed. The work will be processed and the finished product will be delivered, together with all the source materials submitted, to the point of origin within the time specified on the Work Order. All returned material must be in proper sequence, unutilized, in as good condition as when submitted.

Normal pickups and deliveries shall be made between the hours of 8:30 a.m. and 5:00 p.m. local time at the point of origin specified in the Work Order. If the Contractor is unable to pick up by 5:00 p.m. work ordered by the Commission after 4:00 p.m. on the same day, such work shall be picked up by the Contractor by no later than 9:00 a.m. on the first regular Commission work day subsequent thereto, unless otherwise mutually agreed upon by the parties.

F.3.1

POINTS OF ORIGIN

1. U.S. Nuclear Regulatory Commission
Attn: Joanne Johansen, Chief
CRESS Branch
Div. of Technical Information & Document Control
7920 Norfolk Avenue (Rm. P-912)
Bethesda, MD
Telephone - 492-7705

or

Linda McKenzie, Supervisor
Phillips CRESS Section
(Same address as Joanne Johansen)
Telephone - 492-8150

or

U.S. Nuclear Regulatory Commission
Attn: Jeannette Kiminas, Supervisor
Nicholson Lane CRESS Section
Div. of Technical Information & Document Control
5650 Nicholson Lane (Rm. NL-019)
Rockville, MD
Telephone - 433-6940

or

U.S. Nuclear Regulatory Commission
Attn: Etta Nicolet, Supervisor
Willste CRESS Section
Div. of Technical Information & Document Control
7915 Eastern Avenue (Rm SS-530)
Silver Spring, MD
Telephone - 427-4009

F.4 Special Services

The contractor may be required from time to time to provide services as stated herein on evenings, weekends and legal Government holidays. If such services are required, the contractor shall be notified of such requirement no later than 3:00 PM of the Commission's last regular work day prior to the weekend, holiday or evening in which special service is required. At that time the contractor shall be prepared to operate a full shift, unless instructed otherwise by the COAR, and meet all the requirements stated herein. Pick up & delivery schedules will be specified in the Work Order.

F.5 Quality Standards for Final Work

The pages of typewritten material produced hereunder shall be first-class in every respect. It shall be clean, clearly legible, free of smears, smudges, or foreign material, and suitable for electrostatic copying and/or subsequent platemaking for lithographic (offset) duplication.

Typewritten material must be proofread and/or copy edited by the Contractor in accordance with instructions and format attached to the Work Order, and be free of all errors.

Upon request, completed copy shall be camera-ready.

All work shall be completed on contractor's premises and be under constant technical supervision.

F.6 Equipment Requirements

F.6.1 Word Processing Stations

Contractor must have a total of six word processing stations. Five stations may be equipped with any combination of the following but at least one of the six stations must have the equipment listed in Item No. 4 below:

1. IBM Mag Card "Selectric" Typewriter
2. IBM Mag Card A Typewriter
3. IBM Mag Card II Typewriter
4. IBM 6/430 Information Processors with IBM 6/640 Document Printer, or IBM 6/440, or 6/450 Information Processors.

The IBM magnetic card typewriters must have 1/2 space ratchet and reverse index feature for ease in producing documents containing super- and subscripts.

F.6.2 Communication Modems

Two telecommunication modems for interfacing with equipment at NRC locations are required. Modems must be installed on either (a) IBM 6/430, 6/440, 6/450 Information Processors, (b) IBM 6/640 Document

Printers, or (c) IBM Communicating Mag Card-IIIs.

F.6.3 Transcription Equipment

A minimum of two cassette-type transcribers for mini- and standard cassettes and two tape to tape reel transcribers are required.

F.7 Delivery Requirements

It is estimated that the equivalent of up to 1,000 pages of document copy in one week may be ordered during the term hereof. Work Orders comprised of up to 200 pages of document copy may be required to be processed and delivered by the Contractor within 24 hours after verbal contract has been made. For each subsequent 200 or less pages of document copy submitted, the Contractor will be allowed at least an additional 24 hours to process the work and deliver the finished product as specified in the Work Order.

F.8 Specifications

F.8.1 Document Copy Submittal

Document copy to be typewritten and/or proofread/copy edited will be submitted to the Contractor in various forms: handwritten, rough draft typewritten, duplicated and/or copied typewritten documents, and/or dictation onto mini- and standard cassettes or magnetic type reels. Some documents will be submitted which have been previously prepared using magnetic cards and/or diskettes which need to be updated with corrections, changes, additions, and/or deletions. Cards and/or diskette will accompany document submitted for updating.

F.8.2 Format Instructions

- a. Format instructions will vary from job to job. A detailed format showing paper size, spacing required, type style, and format to be used will be attached to every Work Order. A sample Work Order and Sample Format are attached hereto as Attachments M.1.4 and M.1.5 respectively, and forms a part of any resultant contract.
- b. Typewritten copy shall be prepared using 12-pitch letter gothic, prestige elite, and symbol type styles. Other type styles to be used for Mag Card II work shall be furnished by the Commission. Bold face proportional type style for work to be printed using the IBM 6/440 Document printers is also required. Substitution of type styles ordered shall not be made without the prior approval of the Contracting Officer or his authorized representative.
- c. Keyboard arrangement to be used - bracket [at position "0" and (°) degree sign at position "41".

- d. Imprint with black record ribbon on 8" x 10", 8" x 11", and 8" x 14" white writing sub 40 paper. (Or, imprint using IBM 6/440 ink-spray document printer.)
- e. Paper (white writing sub 40 paper) shall be supplied by the Contractor, except Commission letterhead and other specially printed paper, such as typing guides, which shall be furnished by the Commission.
- f. Typing services shall be performed with a card-to-page relationship; i.e. each magnetic card should be recorded with the same information as is shown on the page of text.
- g. Pagination is required but is not to be recorded on the cards.
- h. The Contractor shall deliver finished typewritten products to the Commission in the following forms:

Mag Card Typewriters - Two copies (original and one tissue copy) for documents played back on magnetic card typewriters. Each page of tissue copy to be marked with corresponding magnetic card numbers.

or

System 6 - Document Printer - Original of complete document plus a duplicate copy of the first page of each assigned job on diskette (a, b, ...) for work prepared on System 6 Information Processors and Document Printers. Duplicate copy to be marked with Diskette and Job Letter.

Index cards (3 x 5 or 5 x 8) may also be required from submitted document copy.

- i. Communicating - Service may be requested that document be communicated to one of the locations listed under Section F, Subsection F.3.1 from either the IBM System 6 Information Processors, Document Printer or Mag Card II. Communication may be requested for text in information to be sent to either magnetic cards, diskettes, or paper.
- j. The Contractor shall complete the bottom half of the Work Order filling in number of pages typed, cost categories, and total cost and return with completed document.

SECTION G - PRESERVATION/PACKAGING/PACKING

Packaging & Marking

The Contractor shall suitably package and label all materials returned to the Commission in shipping bundles to insure safe delivery to the point of origin and submit with each delivery a ticket to reflect the point of origin and submit with each delivery, a copy of the Work Order with the required information at the bottom of the Work Order form filled in.

SECTION H - DELIVERIES OR PERFORMANCE

H.1 Period of Performance

The period of performance under this contract shall be for a period of one (1) year from award of contract.

H.2 Option to Extend the Period of Performance

This contract may be extended for a period of one (1) year at the unit prices set forth under Section E, at the option of the Government, by the Contracting Officer giving written notice of the Government's exercise of such option to the Contractor not later than the last day of the term of the contract; provided that such notice shall have no effect if given less than 30 days prior to the last day of the term of the contract unless the Contracting Officer has given preliminary written notice of an intent to exercise such option at least 30 days prior to the last day of the term of the contract, (such preliminary notice shall not be construed as an exercise of the option, and will not bind the Government to exercise the option). If the Government exercises such option, the total duration of this contract, including the exercise of any option under this clause, shall not exceed two years.

SECTION I - INSPECTION AND ACCEPTANCE

I.1 Point of Inspection

Completed work will be inspected by the Commission at the locations specified in Section F, Subsection F.3.1.

I.2 Acceptance

Acceptance of the services shall be made by the Contracting Officer's Authorized Representative (COAR).

SECTION J - SPECIAL PROVISIONS

J.1 Poor Workmanship and/or Failure to Meet Deadlines

The COAR shall be the sole judge of the quality of work performed hereunder. Work not in accordance with the specifications stated herein or of unacceptable quality shall, within two days of receipt by NRC be rejected and reported to the Contractor, who shall, at no additional expense to the Government, promptly pick up the rejected work, make the necessary corrections, or remake the work, and return the corrected or remade work in accordance with the pick up and delivery requirement set forth in Section F, Subsection F.3.

Alternatively the Commission may, because of deadlines required when it is not possible to wait for contractor to pick up, correct and deliver the rejected work, elect to correct certain pages of the work with its own forces and facilities and deduct the cost for the pages of work redone from invoices of the contractor at the same unit price specified in Section E. If the contractor continues to provide unsatisfactory service, it may constitute grounds for termination of the contract under the provisions of the clause of this contract entitled "Default".

In the event a delay is caused by any action of the Government, and the contractor cannot meet the original schedule, then the schedule may be extended by the number of working days that work was delayed.

Failure to understand any part hereof, or the individual instructions of any Work Order placed or issued hereunder, shall not entitle the Contractor to an adjustment in price.

J.2 Estimated Requirements

The quantities shown for each item of service listed in Section E of this solicitation are estimates of the amount of work which may be required and ordered hereunder. Such estimated quantities are set forth for bid evaluation purposes only. No specific amount of work is either guaranteed or implied. The quantities to be ordered will depend entirely upon the Commission's requirements, and the Commission will be obligated to pay only for work actually ordered and satisfactorily performed. If such requirements of the Commission fail to materialize in the quantities estimated, such failure shall not constitute grounds for equitable adjustment hereunder.

J.3 Disclosure of Information

It is mutually expected that the activities under this contract will not involve Restricted Data or other classified information or material. It is understood, however, that if in the opinion of either party this expectation changes prior to the expiration or termination of all activities under this contract, said party shall notify the other party accordingly in writing without delay. In any event, the Contractor shall classify, safeguard, and otherwise act with respect to all Restricted Data and other classified information and material, in accordance with applicable law and the requirements of the Commission, and shall promptly inform the Commission in writing if and when Restricted Data or other

classified information or material becomes involved. If and when Restricted Data or other classified information or material becomes involved, or in the mutual judgment of the parties it appears likely that Restricted Data or other classified information or material may become involved, the contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of the contract clause entitled Termination for the Convenience of the Government shall apply.

The contractor shall not permit any individual to have access to Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements.

The term "Restricted Data" as used in this article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

J.4 Minimum Wage Determinations 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 wages and fringe benefits under Wage Determination number 78-624 dated July 12, 1978, attached hereto as ATTACHMENT NO. M.1.3, and made a part of any resultant contract.

J.5 Pricing Schedule

- a. The categories set forth in Section E, SUPPLIES/SERVICES AND PRICES, are consistent with the degree of difficulty and length of text per page associated with the document copy submitted. The page prices shall include pickup and delivery services, packaging and labeling, and shall cover the cost of all commonly accepted trade practice operations (including preplanning), except Government-furnished property, which may be required to provide the products specified in accordance with these specifications.
- b. Price per page shall cover an original and one tissue copy of work prepared on MCSTs; an original only plus copy of first page of each assigned job on diskette labelled with Diskette Number and Job Letter, for documents prepared on System 6 and Document Printer. No charge for extras will be allowed unless the same has been ordered in writing by the Contracting Officer, and the prices and arrangements for compensation stated.
- c. Fractional parts of pages less than 1/2 a page will be prorated at 1/2 the price per page.

J.6 Government-Furnished Material

Upon execution of this contract, the following materials will be furnished by the NRC as needed, for use in performance of the contract:

- (1) NRC letterhead
- (2) Typing guides
- (3) Other specially printed paper
- (4) Special type styles other than the ones listed in Section F, Subsection F.8.2
- (5) Magnetic Cards and Diskettes

J.7 Ceiling

The Government shall not be obligated to pay the Contractor on Work Orders issued under this contract any amount in excess of the amount obligated under the contract. The Contractor shall not be obliged to continue performance of services on any Work Order by virtue of which the Government's obligation hereunder would exceed such ceiling amount set forth, unless and until the Contracting Officer shall have notified the Contractor in writing that such maximum amount has been increased and shall have specified in such notice a revised maximum amount. When and to the extent that the maximum set forth has been increased, any expenses incurred by the Contractor in excess of such ceiling prior to the increase shall be allowable to the same extent as if such expenses had been incurred after such increase in the ceiling.

SECTION K - CONTRACT ADMINISTRATION DATA

K.1 Authorized Representative

The Contracting Officer will designate an Authorized Representative for the purpose of assuring that services required under this contract are ordered and delivered in accordance therewith. Such representative will be specifically designated in writing to the Contractor from the Contracting Officer, including the extent of such designee's authority.

K.2 Invoices

Invoices or vouchers for payment under this contract shall be submitted on a monthly basis, but may be submitted more frequently if requested by the Contractor and approved by the Contracting Officer, for services rendered and shall be payable to the Contractor on receipt of invoice. Invoices shall show a breakdown of all operations performed and identify each operation as shown in Section E hereof. Payment will be made on the basis of the actual number of pages of each category described in Section E, less deductions, if any.

SECTION L - GENERAL PROVISIONS

This contract is subject to the Fixed Price Supply Contract General Provisions, dated 2/15/78, which incorporates the Standard Form 32 (Rev. 4/75) General Provisions and FPR Changes and Additions to Standard Form 32 General Provisions (6/76), attached hereto and made a part hereof by this reference.

FPR Changes and NRC Additions to Standard Form 32 General Provisions attached hereto and forming a part of this contract, is further modified as follows:

Clause No. 32 entitled "Minority Business Enterprises Subcontracting Program" is deleted in its entirety.

The clause entitled "Service Contract Act of 1965" is added as Clause No. 44.

The clause entitled "Government-Furnished Property (Short Form)" is added as Clause No. 45.

PART III - LIST OF DOCUMENTS AND ATTACHMENTS

SECTION M - LIST OF DOCUMENTS AND ATTACHMENTS

M.1 This solicitation contains the following attachments:

M.1.1 Fixed Price Supply Contract General Provisions, dated 2/15/78, which incorporates the Standard Form 32 (Rev. 4/75) General Provisions and FPR Changes and Additions to Standard Form 32 General Provisions (6/76).

M.1.2 General Statement of Policy Regarding the Avoidance of Contractor Organizational Conflicts of Interest.

M.1.3 Wage Determination No. 78-624 dated July 12, 1978

M.1.4 Sample Work Order Form

M.1.5 Sample Format

Consisting of
Pages 1 through 23

GENERAL PROVISION
FIXED PRICE SUPPLY CONTRACT

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GENERAL PROVISIONS

(Supply Contract)

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- (a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
- (c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however,* That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

- (a) All supplies (which term throughout this clause includes

without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: *Provided,* That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during

Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

12. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contract-

ing Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

14. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10 a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

22. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also

small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

23. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means 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 purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

24. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 1-15 of the Federal Procurement Regulations (41 CFR 1-15) or Section XV of the Armed Services Procurement Regulation, as applicable, which are in effect on the date of this contract.

25. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

FPR CHANGES AND NRC ADDITIONS TO STANDARD FORM 32 (1-16.101(c))
GENERAL PROVISIONS (SUPPLY CONTRACT)
(June 1976)

ADDITIONS CONSIST OF ARTICLES _____ THROUGH _____.

26. ALTERATIONS

The following alterations to the provisions of Standard Form 32, General Provisions, of this contract were made prior to execution of the contract by the parties:

1. DEFINITIONS

- a. The following paragraph (d) is added to this clause:

"(d) The term "Commission" or "NRC" means the United States Nuclear Regulatory Commission or any duly authorized representative thereof, including the Contracting Officer except for the purpose of deciding an appeal under the Article "Disputes."

27. LISTING OF EMPLOYMENT OPENINGS (FPR Temp. Reg. 39)

(Applicable to Contracts Involving \$10,000 or More)

DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

- a. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans for the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

- c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- d. The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.
- e. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
- f. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- g. The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause:

- (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - (2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - (3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.
 - (4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.
- i. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - j. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - k. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ

and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

- l. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative Action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- m. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

28. EMPLOYMENT OF THE HANDICAPPED (FPR Temp. Reg. 38)

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973 as amended
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, office of Federal Contract Compliance Programs, Department of Labor provided by or through the Contracting Officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of section 503 of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

- f. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

29. CLEAR AIR AND WATER (1-1.2302)

(Applicable only if the contract exceeds \$100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1957c-8(c) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

a. The Contractor agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 95-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of the contract.
- (2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.
- (4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

b. The terms used in this clause have the following meanings:

- (1) The term "Air-Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et. seq., as amended by Pub. L. 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., as amended by Pub. L. 92-500).

- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

30. FEDERAL, STATE, AND LOCAL TAXES (1-11.401-1(c))

- (a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.
- (b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and--
 1. Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: Provided, that the Contractor if requested

by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

- (2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or the amount shall be paid to Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- c. No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over \$100.
- d. As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.
- e. Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.
- f. The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (1-8.701)

- a. The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

- b. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
- (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (4) Assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (6) Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Government;
 - (7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: *Provided, however,* That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: *And provided further,* That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;
 - (8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

- (9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

At any time after expiration of the plant clearance period, as defined in Subpart 1-8.1 of the Federal Procurement Regulations (41 CFR 1-8.1), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter the Government will accept title to such items and remove them or enter into a storage agreement covering the same: *Provided*, That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- c. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- d. Subject to the provisions of paragraph (c), and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done: *Provided*, That such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to

be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

- e. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him the amount if any due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:
- (1) For completed supplies accepted by the Government (or sold or acquired as provided in paragraph (b) (7) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;
 - (2) The total of--
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e) (1) hereof;
 - (ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (5) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (i) above); and
 - (iii) A sum, as profit on (i), above, determined by the contracting officer pursuant to § 1-8.303 of the Federal Procurement Regulations (41 CFR 1-8.303), in effect as of the date of execution of this contract, to be fair and reasonable: *Provided, however,* That if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the

contract and for the termination and settlement of subcontracts the reunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (1) and (2) of this paragraph (e) shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e) (1) and (2) (i) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to paragraph (b) (7).

- f. Costs claimed, agreed to, or determined pursuant to paragraphs (c), (d), and (e) of this clause shall be in accordance with the applicable contract cost principles and procedures in Part 1-15 of the Federal Procurement Regulations (41 CFR 1-15) in effect on the date of this contract.
- g. The Contractor shall have the right to appeal, under the clause of this contract entitled "Disputes," from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or (2) if an appeal has been taken, the amount finally determined on such appeal.
- h. In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract; (2) any claim which the Government may have against the Contractor in connection with this contract; and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Government.
- i. If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

- j. The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: *Provided, however,* That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention of disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.
- k. Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions thereof.

32. MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM (1-1.1310.2(b))

- a. The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall--
- (1) Designate a liaison officer who will administer the Contractor's minority business enterprises program.
 - (2) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.
 - (3) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.
 - (4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

- (5) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
 - (6) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.
 - (7) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (4), above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.
- b. The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000, provisions which shall conform substantially to the language of this clause, including this paragraph (b), and to notify the Contracting Officer of the names of such subcontractors.

33. PREFERENCE FOR U.S. FLAG AIR CARRIERS (1-1.323-2)

- a. Pub. L. 93-623 requires that all Federal agencies and Government contractors and subcontractors will use U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriate funds for international air transportation on other than a U.S. flag air carrier in the absence of satisfactory proof of the necessity therefor.
- b. The contractor agrees to utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.
- c. In the event that the contractor selects a carrier other than a U.S. flag air carrier for international air transportation; he will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG
AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reasons:¹ (state reasons)

34. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (1-7.203-3)

- a. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this

¹ See Federal Procurement Regulations (41 CFR 1-1.323-3) or section 1-336.2 of the Armed Services Procurement Regulations, as applicable.

contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

- b. The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Prime Contractor, as the case may be, of all relevant information with respect to such disputes.

35. PERMITS (9-7.5006-48)

Except as otherwise directed by the Contracting Officer, the contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

36. RENEGOTIATION (9-7.5004-20)

If this contract is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

- a. This contract is subject to the Renegotiation Act of 1951 (50 U.S.C. App. 1211, et. seq.), as amended, and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing, this contract shall be deemed to contain all the provisions required by section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.
- b. The contractor agrees to insert the provisions of this clause, including this paragraph (b), in all subcontracts, as that term is defined in section 103 g. of the Renegotiation Act of 1951, as amended.

37. PATENT INDEMNITY (9-9.5009(c))

The Contractor agrees to indemnify the Government, its officers, agents, servants, and employees against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability, arising pursuant to Section 183, Title 35, (1952) U.S. Code, prior to the issuance of Letters Patent) occurring in the performance of this contract or arising by reason of the use of disposal by or for the account of the Government of items manufactured or supplied under this contract.

38. REPORTING OF ROYALTIES (9-9.5011)

If this contract is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the contract or are reflected in the contract price to the Government, the Contractor agrees to report in writing to the Commission (Patent Counsel, Office of the Executive Legal Director) during the performance of this contract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of the Commission of any individual payments or royalties shall not estop the Government at any time from contesting the enforceability, validity or scope of, or title, to, any patent under which a royalty or payments are made.

39. NOTICE REGARDING LATE DELIVERY (1-7.204-4)

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, the Contractor shall immediately notify the Contracting Officer thereof in writing, giving pertinent details, including the date by which it expects to complete performance or make delivery: *Provided, however,* That this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule or date, or any rights or remedies provided by law or under this contract.

40. STOP WORK ORDER

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period at which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

- (i) cancel the stop work order, or
- (ii) terminate the work covered by such order as provided in the "Default" or the "Termination for Convenience" clause of this contract.

(b) If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if:

- (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract, and
- (ii) the Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.

(c) If a stop work order is not canceled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

(d) If a stop work order is not canceled and the work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowed by equitable adjustment or otherwise.

41. PUBLICATION AND PUBLICITY

Unless otherwise specified in this contract, the Contractor is encouraged to publish and make available through accepted channels the results of its work under this contract. The Contractor shall submit a copy of each article or other information to the Project Officer prior to publication or dissemination for public use. If the article or other information is subsequently modified or altered in any manner, the Contractor shall promptly notify the Project Officer and furnish him/her a copy of the article or other information as finally submitted for publication or dissemination.

The Contractor shall acknowledge the support of the U. S. Nuclear Regulatory Commission whenever publicizing the work under this contract in any media. To effectuate the foregoing, the Contractor shall include in any publication resulting from work performed under this contract an acknowledgement substantially as follows:

"The work upon which this publication is based was performed pursuant to Contract (insert number) with the (insert name of constituent agency), U. S. Nuclear Regulatory Commission."

Either Clause No. 42, entitled "Dissemination of Contract Information" or Clause No. 41 is for application but not both. In the absence of a clear delineation, Clause No. 41 applies.

42. DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. (Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.) Failure to comply with this clause shall be grounds for termination of this contract.

43. 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 an actual or apparent conflict of interest with respect to the work being performed under this contract. The contractor shall insure that all employees designated as key personnel if any, under this contract abide by the provisions 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 possible conflict of interest, the contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

SERVICE CONTRACT ACT OF 1965

This contract, to the extent that it is of the character to which the Service Contract Act of 1965 (41 U.S.C. 351-357) applies, is subject to the following provisions and to all other applicable provisions of the Act and the regulations of the Secretary of Labor thereunder (29 CFR Parts 4 and 1516).

(a) Compensation. Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wage and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or his authorized representative, as specified in any attachment to this contract. If there is such an attachment, any class of service employee which is not listed therein, but which is to be employed under this contract, shall be classified by the Contractor so as to provide a reasonable relationship between such classifications and those listed in the attachment, and shall be paid such monetary wages and furnished such fringe benefits as are determined by agreement 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. If the interested parties do not agree on a classification or reclassification which is, in fact, conformable, the Contracting Officer shall submit the question, together with his recommendation, to the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, for final determination. Failure to pay such employees the compensation agreed upon by the interested parties for finally determined by the Administrator, or his authorized representative, shall be a violation of this contract. No employee engaged in performing work on this contract shall in any event be paid less than the minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour).

(b) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of fringe benefits, or by making equivalent or differential payments in cash, pursuant to applicable rules of the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor (29 CFR Subpart B, Part 4).

(c) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a) (1) of the Fair Labor Standards Act of 1938 (\$1.60 per hour). However, in cases where section 6(e) (2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. Nothing in this provision shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(d) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post a notice of such wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(e) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services. Except insofar as a noncompliance can be justified as provided in § 1516.1(c) of Title 29 CFR, this will require compliance with the applicable standards, specifications, and codes developed and published by the U.S. Department of Labor, any other agency of the United States, and any nationally recognized professional organization such as, without limitation, the following:

National Bureau of Standards, U.S. Department of Commerce.
Public Health Service, U.S. Department of Health, Education, and Welfare.
Bureau of Mines, U.S. Department of the Interior.
American National Standards Institute, Inc. (United States of America Standards Institute).
National Fire Protection Association.
American Society of Mechanical Engineers.
American Society for Testing and Materials.
American Conference of Governmental Industrial Hygienists.

Information as to the latest standards, specifications, and codes applicable to the contract is available at the office of the Director of the Bureau of Labor Standards, U.S. Department of Labor, Railway Labor Building, 400 First Street, NW., Washington, D.C. 20212, or at any of the regional offices of the Bureau of Labor Standards as follows:

(1) North Atlantic Region, 341 Ninth Avenue, Room 920, New York, N.Y., 10001 (Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont, New Jersey, and Puerto Rico).

(2) Middle Atlantic Region, Room 410, Penn Square Building, Juniper and Filbert Streets, Philadelphia, Pa. 19107 (Delaware, District of Columbia, Maryland, North Carolina, Pennsylvania, Virginia, and West Virginia).

(3) South Atlantic Region, 1371 Peachtree Street, NE., Suite 723, Atlanta Ga. 30309 (Alabama, Florida, Georgia, Mississippi, South Carolina, and Tennessee).

(4) Great Lakes Region, 848 Federal Office Building, 219 South Dearborn Street, Chicago, Ill. 60604 (Illinois, Indiana, Kentucky, Michigan, Minnesota, Ohio, and Wisconsin).

(5) Mid-Western Region, 1906 Federal Office Building, 911 Walnut Street, Kansas City, Mo. 64106 (Colorado, Idaho, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, and Wyoming).

(6) Western Gulf Region, 411 North Akard Street, Room 601, Dallas, Tex. 75201 (Arkansas, Louisiana, New Mexico, Oklahoma, and Texas).

(7) Pacific Region, 10353 Federal Building, 450 Golden Gate Avenue, Box 36017, San Francisco, Calif. 94102 (Alaska, Arizona, California, Hawaii, Nevada, Oregon, Washington, and Guam).

(f) Records. The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work the records containing the information specified below for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Administrator of the Wage and Hour and Public Contracts Division, U.S. Department of Labor.

(1) His name and address.

(2) His work classification or classifications, rate or rates of monetary wages, and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation.

(3) His daily and weekly hours so worked.

(4) Any deductions, rebates, or refunds from his total daily or weekly compensation.

(5) A list of monetary wages and fringe benefits for those classes of service employees not included in the minimum wage attachment to this contract, but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator of the Wage and Hour and Public Contracts Divisions, Department of Labor, or his authorized representative, pursuant to the labor standards in paragraph (a) of this clause. A copy of the report required by paragraph (j) of this clause shall be deemed to be such a list.

(g) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as he, or an appropriate officer of the Department of Labor, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause relating to the Service Contract Act of 1965 may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work charging the Contractor in default with any additional cost.

(h) Subcontractors. The Contractor agrees to insert the paragraphs of this clause relating to the Service Contract Act of 1965 in all subcontracts. The term "Contractor" as used in these paragraphs in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

(i) Service Employee. As used in this clause relating to the Service Contract Act of 1965, the term "service employee" means guards, watchmen, and any person engaged in a recognized trade or craft, or other skilled mechanical craft, or in unskilled, semi-skilled, or skilled manual labor occupations; and any other employee, including a foreman or supervisor, in a position having trade, craft, or laboring experience as the paramount requirement; 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.

(m) Special Employees. Notwithstanding any of the provisions in paragraphs (a) through (k) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor hereby finds pursuant to section 4(b) of the Act to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1)(i) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act of 1965, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator of the Wage and Hour and Public Contracts Divisions of the Department of Labor (29 CFR Parts 520, 521, 524, and 525).

(ii) The Administrator will issue certificates under the Service Contract Act of 1965 for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(iii) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(2) An employee engaged in an occupation in which he customarily and regularly receives more than \$20 a month in tips may have the amount of his tips credited by his employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with the regulations in 29 CFR Part 531: Provided, however, That the amount of such credit may not exceed 80 cents per hour.

GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (FPR 1-7.303-7(c))

(a) The Government shall deliver to the Contractor, for use only in connection with this contract, the property described in the schedule or specifications (hereinafter referred to as "Government-furnished property"), at the times and locations stated therein. If the Government-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Contracting Officer shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant to the procedures of the "Changes" clause hereof.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall maintain adequate property control records of Government-furnished property in accordance with sound industrial practice.

(c) Unless otherwise provided in this contract, the Contractor, upon delivery to him of any Government-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

(d) The Contractor shall, upon completion of this contract, prepare for shipment deliver f.o.b. origin, or dispose of all Government-furnished property not consumed in the performance of this contract or not theretofore delivered to the Government, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Contracting Officer may direct.

ATTACHMENT M.1.2

U.S. NUCLEAR REGULATORY COMMISSION

GENERAL STATEMENT OF POLICY REGARDING THE AVOIDANCE OF
CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

The following statement sets forth the U.S. Nuclear Regulatory Commission's policy guidance with respect to avoidance of organizational conflicts of interest in NRC research and technical assistance procurement actions.

The Commission invites all interested persons who desire to submit written comments or suggestions on this policy statement, and the examples set forth therein, to send them to the Secretary of the Commission, U.S. Nuclear Regulatory Commission, Washington, DC 20555, Attention: Docketing and Service Branch by July 27, 1977. Consideration will be given to such submissions in connection with possible future revision of the policy statement. Copies of comments received by the Commission may be examined at the Commission's Public Document Room, 1717 H Street, N.W., Washington, DC.

GENERAL STATEMENT OF POLICY REGARDING THE
AVOIDANCE OF CONTRACTOR ORGANIZATIONAL
CONFLICTS OF INTEREST

DEFINITION

The term "organization conflict of interest" means a situation where a contractor has interests, either due to its other activities or its relationships with other organizations, which (a) place it in a position that may be unsatisfactory or unfavorable from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the contractor; or (b) provide it with an unfair competitive advantage.

GENERAL STATEMENT OF POLICY

In view of its regulatory responsibilities, it is incumbent upon the NRC to make every effort to identify and select those prospective contractors best qualified to perform the work for which NRC contracts. As a corollary to this objective, it is also important for NRC to carefully consider the questions of conflict of interest prior to contractor selection and contract award.

In order to assist in determining what, if any, steps should be applied to avoid organizational conflicts of interest, there are two paramount principles to be considered. These are: (1) preventing conflicting roles which might bias a contractor's judgment in relation to its work for NRC and (2) preventing unfair competitive advantage.

The 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 a criteria which would serve to identify and resolve all of the conflict of interest situations which might arise; however, examples are provided herein as a guide for the application of the policy in some situations. It should also be emphasized that contracting and program officials must be alert to other situations which may warrant application of this policy guidance. The ultimate test must always be: In the specific case at hand, would the contractor, if awarded the contract, be placed in a position where its judgment would be biased, or where it would have an unfair competitive advantage?

Prior to any NRC contract award for the performance of research or technical assistance work, prospective contractors will be advised of this policy and shall be required to advise NRC of any contractual or organizational relationships which should be considered in applying this policy.

WAIVER

Upon the recommendation of an Office Director, and after consultation with the Office of the General Counsel, the Executive Director for Operations may waive the policy in specific cases if he determines that the public interest makes a waiver imperative. 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 questions of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC to protect against the conflict resulting in biased performance of the work. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

POLICY APPLICATION GUIDANCE

Example:

The XYZ Corporation, in response to a RFP, proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corporation is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corporation advises that it is currently performing similar analyses for the reactor manufacturer.

Guidance:

A NRC contract for that particular work normally would not be awarded to the XYZ Corporation 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.

Example:

The ABC Corporation, 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 Corporation is performing various projects for several different utility clients. None of the ABC Corporation projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corporation 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 Corporation because no conflict of interest exists which would motivate bias with respect to the work to be contracted for. An appropriate clause would be included in the contract to preclude the ABC Corporation from subsequently contracting for work, during the performance of the NRC contract, with the private sector which would create a conflict, such as the performance of similar work for the company that is developing the advanced reactor mentioned in the example.

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, and, therefore, that company is the only one with which NRC can contract that 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.

Example:

The ABC Company submits a proposal for a new system for evaluating a specific reactor component's performance for the purpose of developing standards that are very important to the NRC program. The ABC Company 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 Company 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 Contracting Officer of all situations in which the information developed under the contract is proposed to be used.

This general statement for policy shall be effective April 28, 1977.

Dated at Washington, DC this 22nd day of April, 1977.

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WASHINGTON, D.C. 20210

Page 1 of 3

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

James M. Vail
James M. Vail
Administrator, Wage-Hour Division

| | | |
|-----------------------------------|--|----|
| LOCALITY | State: Maryland * | 31 |
| | Area: Counties of Charles (017), Montgomery (031) and Prince Georges (033) | |
| Wage determination number: 78-624 | | 1 |

JUN 30 1978

Class of service employee

Minimum
hourly
wage

Fringe benefit payments

Health &
Welfare

Vacation

Holiday

Other

Supersedes 76-1047 (Rev.-1) dated August 17, 1977

| | |
|---|--------|
| 1. Clerk, accounting, class A | \$5.43 |
| 2. Clerk, accounting, class B | 4.35 |
| 3. Clerk, file, class A | 4.65 |
| 4. Clerk, file, class B | 4.29 |
| 5. Clerk, file, class C | 3.86 |
| 6. Clerk, order | 4.76 |
| 7. Clerk, payroll | 5.12 |
| 8. Key punch operator, class A | 4.64 |
| 9. Key punch operator, class B | 4.20 |
| 10. Messenger | 4.46 |
| 11. Secretary, class A | 6.81 |
| 12. Secretary, class B | 6.38 |
| 13. Secretary, class C | 5.85 |
| 14. Secretary, class D | 5.72 |
| 15. Stenographer, general | 4.91 |
| 16. Stenographer, senior | 5.81 |
| 17. Switchboard operator | 3.64 |
| 18. Switchboard operator - receptionist | 4.43 |
| 19. Transcribing - machine operator | 5.14 |
| 20. Typist, class A | 4.43 |
| 21. Typist, class B | 4.18 |
| 22. Computer operator, class A | 6.74 |
| 23. Computer operator, class B | 5.99 |
| 24. Computer operator, class C | 4.95 |

ATTACHMENT NO. M. 1.3

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WASHINGTON, D.C. 20210

Page 2 of 3

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Xavier M. Yule
Administrator, Wage-Hour Division

| | | |
|----------|--|----|
| LOCALITY | State: Maryland * | 21 |
| | Area: Counties of Charles (017), Montgomery (031) and Prince Georges (033) | |

Wage determination number: 78-624 I

JUN 30 1978

| Class of service employee | Minimum hourly wage | Fringe benefit payment | | | |
|---|---------------------|------------------------|----------|---------|-------|
| | | Health & Welfare | Vacation | Holiday | Other |
| 25. Computer programmer, class A | \$9.04 | 1/ | | | |
| 26. Computer programmer, class B | 7.42 | 1/ | | | |
| 27. Computer programmer, class C | 6.22 | 1/ | | | |
| 28. Drafter, class A | 8.04 | | | | |
| 29. Drafter, class B | 6.40 | | | | |
| 30. Drafter, class C | 5.16 | | | | |
| 31. Electronics technician, class A | 8.40 | | | | |
| 32. Electronics technician, class B | 6.77 | | | | |
| 33. Electronics technician, class C | 5.94 | | | | |
| 34. Technical Illustrator | 6.77 | | | | |
| 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/ \$2.21 an hour or \$8.40 a week or \$36.40 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 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.)

* This wage determination also applicable to:
Virginia - Arlington, Fairfax, Loudoun and Prince William Counties; and independent cities of Alexandria, Fairfax, and Falls Church

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WASHINGTON, D.C. 20210

Page 3 of 3

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

James M. Felt
Administrator, Wage-Hour Division

| | | | | |
|--|---|--|------------------|----------|
| LOCALITY | State: <u>Maryland *</u> | 21 | | |
| | Area: <u>Counties of Charles (017), Montgomery (031) and Prince Georges (033)</u> | | | |
| Wage determination number: <u>78-624</u> | | Date: <u>Jul 9 0 1978</u> | | |
| Class of service employee | Minimum hourly wage | Fringe benefit payments | | |
| | | <table border="1"> <tr> <td>Health & Welfare</td> <td>Vacation</td> <td>Holiday</td> <td>Other</td> </tr> </table> | Health & Welfare | Vacation |
| Health & Welfare | Vacation | Holiday | Other | |

Any class of service employee required in the performance of the contract but not listed above shall be classified by the contractor so as to provide a reasonable relationship between such classes and those listed above, 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 4).

Appendix B. Occupational Descriptions

The primary purpose of preparing job descriptions for the Bureau's wage surveys is to assist its field staff 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 the grouping of occupational wage rates representing comparable job content. Because of this emphasis on interestablishment and interarea 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 economists are instructed to exclude working supervisors; apprentices; learners; beginners; and part-time, temporary, and probationary workers. Handicapped workers whose earnings are reduced because of their handicap are also excluded. Trainees are excluded from the survey except for those receiving on-the-job training in some of the lower level professional and technical occupations.

Office

SECRETARY

Assigned as personal secretary, normally to one individual. Maintains a close and highly responsive relationship to the day-to-day work of the supervisor. Works fairly independently receiving a minimum of detailed supervision and guidance. Performs varied clerical and secretarial duties, usually including most of the following:

- a. Receives telephone calls, personal callers, and incoming mail, answers routine inquiries, and routes technical inquiries to the proper persons;
- b. Establishes, maintains, and revises the supervisor's files;
- c. Maintains the supervisor's calendar and makes appointments as instructed;
- d. Relays messages from supervisor to subordinates;
- e. Reviews correspondence, memoranda, and reports prepared by others for the supervisor's signature to assure procedural and typographic accuracy;
- f. Performs stenographic and typing work.

SECRETARY—Continued

May also perform other clerical and secretarial tasks of comparable nature and difficulty. The work typically requires 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. Secretary positions in which the duties are either substantially more routine or substantially more complex and responsible than those characterized in the definition;

SECRETARY—Continued

Exclusions—Continued

e. Assistant-type positions which involve more difficult or more responsible technical, administrative, supervisory, or specialized clerical duties which are not typical of secretarial work.

NOTE: The term "corporate officer," used in the level definitions following, 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 following level definitions.

Class A

1. 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
2. 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
3. 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.

Class B

1. Secretary to the chairman of the board or president of a company that employs, in all, fewer than 100 persons; or
2. Secretary to a corporate officer (other than the chairman of the board or president) of a company that employs, in all, over 100 but fewer than 5,000 persons; or
3. Secretary to the head, immediately below the officer level, over either a major corporationwide 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
4. 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
5. 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) or a company that employs, in all, over 25,000 persons.

SECRETARY—Continued

Class C

1. Secretary to an executive or managerial person whose responsibility is not equivalent to one of the specific level situations in the definition for class B, 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

2. 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.

Class D

1. Secretary to the supervisor or head of a small organizational unit (e.g., fewer than about 25 or 30 persons); or

2. 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.)

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 in a confidential relationship with only one manager or executive and performs more responsible and discretionary tasks as described in the secretary job definition.

Stenographer, General

Dictation involves a normal routine vocabulary. May maintain files, keep simple records, or perform other relatively routine clerical tasks.

Stenographer, Senior

Dictation involves a varied technical or specialized vocabulary such as in legal briefs or reports on scientific research. May also set up and maintain files, keep records, etc.

OR

Performs stenographic duties requiring significantly greater independence and responsibility than stenographer, general, as evidenced by the following: Work requires a high degree of stenographic speed and accuracy; a thorough working knowledge of general business and office procedure; and of the specific business operations, organization, policies, procedures, files, workflow, etc. Uses this knowledge in performing stenographic duties and responsible clerical tasks such as maintaining followup files; assembling material for reports, memoranda, and letters; composing simple letters from general instructions; reading and routing incoming mail; and answering routine questions, etc.

TRANSCRIBING-MACHINE TYPIST

Primary duty is to transcribe dictation involving a normal routine vocabulary from transcribing-machine records. May also type from written copy and do simple clerical work. Workers transcribing dictation involving a varied technical or specialized vocabulary such as legal briefs or reports on scientific research are not included. A worker who takes dictation in shorthand or by Stenotype or similar machine is classified as a stenographer.

TYPIST

Uses a typewriter to make copies of various materials or to make out bills after calculations have been made by another person. 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.

Class A. 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.

Class B. 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.

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.

Class A. 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.

Class B. 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.

Class C. 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 materials; and may fill out withdrawal charge. May perform simple clerical and manual tasks required to maintain and service files.

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

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

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

Receives customers' orders for material or merchandise by mail, phone, or personally. Duties involve any combination of the following: Quoting prices to customers; making out an order sheet listing the items to make up the order; checking prices and quantities of items on order sheet; and distributing order sheets to respective departments to be filled. May check with credit department to determine credit rating of customer, acknowledge receipt of orders from customers, follow up orders to see that they have been filled, keep file of orders received, and check shipping invoices with original orders.

ACCOUNTING CLERK

Performs one or more accounting clerical tasks such as posting to registers and ledgers; reconciling bank accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents; assigning prescribed accounting distribution codes; examining and verifying for clerical accuracy various types of reports, lists, calculations, posting, etc.; or preparing simple or assisting in preparing more complicated journal vouchers. May work in either a manual or automated accounting system.

The work requires a knowledge of clerical methods and office practices and procedures which relates to the clerical processing and recording of transactions and accounting information. With experience, the worker typically becomes familiar with the bookkeeping and accounting terms and procedures used in the assigned work, but is not required to have a knowledge of the formal principles of bookkeeping and accounting.

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

ACCOUNTING CLERK—Continued

Class A. Under general supervision, performs accounting clerical operations which require the application of experience and judgment, for example, clerically processing complicated or nonrepetitive accounting transactions, selecting among a substantial variety of prescribed accounting codes and classifications, or tracing transactions through previous accounting actions to determine source of discrepancies. May be assisted by one or more class B accounting clerks.

Class B. Under close supervision, following detailed instructions and standardized procedures, performs one or more routine accounting clerical operations, such as posting to ledgers, cards, or worksheets where identification of items and locations of postings are clearly indicated; checking accuracy and completeness of standardized and repetitive records or accounting documents; and coding documents using a few prescribed accounting codes.

BOOKKEEPING-MACHINE OPERATOR

Operates a bookkeeping machine (with or without a typewriter keyboard) to keep a record of business transactions.

Class A. Keeps a set of records requiring a knowledge of and experience in basic bookkeeping principles, and familiarity with the structure of the particular accounting system used. Determines proper records and distribution of debit and credit items to be used in each phase of the work. May prepare consolidated reports, balance sheets, and other records by hand.

Class B. Keeps a record of one or more phases or sections of a set of records usually requiring little knowledge of basic bookkeeping. Phases or sections include accounts payable, payroll, customers' accounts (not including a simple type of billing described under machine biller), cost distribution, expense distribution, inventory control, etc. May check or assist in preparation of trial balances and prepare control sheets for the accounting department.

MACHINE BILLER

Prepares statements, bills, and invoices on a machine other than an ordinary or electromatic typewriter. May also keep records as to billings or shipping charges or perform other clerical work incidental to billing operations. For wage study purposes, machine billers are classified by type of machine, as follows:

Billing-machine biller. Uses a special billing machine (combination typing and adding machine) to prepare bills and invoices from customers' purchase orders, internally prepared orders, shipping memoranda, etc. Usually involves application of predetermined discounts and shipping charges and entry of necessary extensions, which may or may not be computed on the billing machine, and totals which are automatically accumulated by machine. The operation usually involves a large number of carbon copies of the bill being prepared and is often done on a fanfold machine.

MACHINE BILLER—Continued

Bookkeeping-machine biller. Uses a bookkeeping machine (with or without a typewriter keyboard) to prepare customers' bills as part of the accounts receivable operation. Generally involves the simultaneous entry of figures on customers' ledger record. The machine automatically accumulates figures on a number of vertical columns and computes and usually prints automatically the debit or credit balances. Does not involve a knowledge of bookkeeping. Works from uniform and standard types of sales and credit slips.

PAYROLL CLERK

Computes wages of company employees and enters the necessary data on the payroll sheets. Duties involve: Calculating workers' earnings based on time or production records; and posting calculated data on payroll sheet, showing information such as worker's name, working days, time, rate, deductions for insurance, and total wages due. May make out paychecks and assist paymaster in making up and distributing pay envelopes. May use a calculating machine.

KEYPUNCH OPERATOR

Operates a keypunch machine to record or verify alphabetic and/or numeric data on tabulating cards or on tape.

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

Class A. 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 keypunched from a variety of source documents. On occasion may also perform some routine keypunch work. May train inexperienced keypunch operators.

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

TABULATING-MACHINE OPERATOR

Operates one or a variety of machines such as the tabulator, calculator, collator, interpreter, sorter, reproducing punch, etc. Excluded from this definition are working supervisors. Also excluded are operators of electronic digital computers, even though they may also operate electric accounting machine equipment.

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

Class A. Performs complete reporting and tabulating assignments including devising difficult control panel wiring under general supervision. Assignments typically involve a variety of long and complex reports which often are irregular or nonrecurring, requiring some planning of the nature and sequencing of operations, and the use of a variety of machines. Is

TABULATING-MACHINE OPERATOR—Continued

typically involved in training new operators in machine operations or training lower level operators in wiring from diagrams and in the operating sequences of long and complex reports. Does not include positions in which wiring responsibility is limited to selection and insertion of prewired boards.

Class B. Performs work according to established procedures and under specific instructions. Assignments typically involve complete but routine and recurring reports or parts of larger and more complex reports. Operates more difficult tabulating or electrical accounting machines such as

Professional and Technical

COMPUTER SYSTEMS ANALYST, BUSINESS

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:

Class A. Works independently or under only general direction on complex problems involving all phases of system 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 followup 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.

Class B. 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,

TABULATING-MACHINE OPERATOR—Continued

the tabulator and calculator, in addition to the simpler machines used by class C operators. May be required to do some wiring from diagrams. May train new employees in basic machine operations.

Class C. Under specific instructions, operates simple tabulating or electrical accounting machines such as the sorter, interpreter, reproducing punch, collator, etc. Assignments typically involve portions of a work unit, for example, individual sorting or collating runs, or repetitive operations. May perform simple wiring from diagrams, and do some filing work.

COMPUTER SYSTEMS ANALYST, BUSINESS—Continued

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 class A. 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.

Class C. 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 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.)

COMPUTER PROGRAMMER, BUSINESS—Continued

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:

Class A. 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.

Class B. 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 class A) 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.

Class C. 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 OPERATOR

Monitors and operates the control console of a digital computer to process data according to operating instructions, usually prepared by a programmer. Work includes most of the following: Studies instructions to determine equipment setup and operations; loads equipment with required items (tape reels, cards, etc.); switches necessary auxiliary equipment into circuit, and starts and operates computer; makes adjustments to computer to correct operating problems and meet special conditions; reviews errors made during operation and determines cause or refers problem to supervisor or programmer; and maintains operating records. May test and assist in correcting program.

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

Class A. Operates independently, or under only general direction, a computer running programs with most of the following characteristics: New programs are frequently tested and introduced; scheduling requirements are of critical importance to minimize downtime; the programs are of complex design so that identification of error source often requires a working knowledge of the total program, and alternate programs may not be available. May give direction and guidance to lower level operators.

Class B. Operates independently, or under only general direction, a computer running programs with most of the following characteristics: Most of the programs are established production runs, typically run on a regularly recurring basis; there is little or no testing of new programs required; alternate programs are provided in case original program needs major change or cannot be corrected within a reasonably short time. In common error situations, diagnoses cause and takes corrective action. This usually involves applying previously programmed corrective steps, or using standard correction techniques.

OR

Operates under direct supervision a computer running programs or segments of programs with the characteristics described for class A. May assist a higher level operator by independently performing less difficult tasks assigned, and performing difficult tasks following detailed instructions and with frequent review of operations performed.

Class C. Works on routine programs under close supervision. Is expected to develop working knowledge of the computer equipment used and ability to detect problems involved in running routine programs. Usually has received some formal training in computer operation. May assist higher level operator on complex programs.

DRAFTER

Class A. Plans the graphic presentation of complex items having distinctive design features that differ significantly from established drafting precedents. Works in close support with the design originator, and may recommend minor design changes. Analyzes the effect of each change on the details of form, function, and positional relationships of components and parts. Works with a minimum of supervisory assistance. Completed work is reviewed by design originator for consistency with prior engineering determinations. May either prepare drawings or direct their preparation by lower level drafters.

DRAFTER—Continued

Class B. Performs nonroutine and complex drafting assignments that require the application of most of the standardized drawing techniques regularly used. Duties typically involve such work as: Prepares working drawings of subassemblies with irregular shapes, multiple functions, and precise positional relationships between components; prepares architectural drawings for construction of a building including detail drawings of foundations, wall sections, floor plans, and roof. Uses accepted formulas and manuals in making necessary computations to determine quantities of materials to be used, load capacities, strengths, stresses, etc. Receives initial instructions, requirements, and advice from supervisor. Completed work is checked for technical adequacy.

Class C. Prepares detail drawings of single units or parts for engineering, construction, manufacturing, or repair purposes. Types of drawings prepared include isometric projections (depicting three dimensions in accurate scale) and sectional views to clarify positioning of components and convey needed information. Consolidates details from a number of sources and adjusts or transposes scale as required. Suggested methods of approach, applicable precedents, and advice on source materials are given with initial assignments. Instructions are less complete when assignments recur. Work may be spot-checked during progress.

DRAFTER-TRACER

Copies plans and drawings prepared by others by placing tracing cloth or paper over drawings and tracing with pen or pencil. (Does not include tracing limited to plans primarily consisting of straight lines and a large scale not requiring close delineation.)

AND/OR

Prepares simple or repetitive drawings of easily visualized items. Work is closely supervised during progress.

ELECTRONICS TECHNICIAN

Works on various types of electronic equipment and related devices by performing one or a combination of the following: Installing, maintaining, repairing, overhauling, troubleshooting, modifying, constructing, and testing. Work requires practical application of technical knowledge of electronics principles, ability to determine malfunctions, and skill to put equipment in required operating condition.

The equipment—consisting of either many different kinds of circuits or multiple repetition of the same kind of circuit—includes, but is not limited to, the following: (a) Electronic transmitting and receiving equipment (e.g., radar, radio, television, telephone, sonar, navigational aids), (b) digital and analog computers, and (c) industrial and medical measuring and controlling equipment.

ELECTRONICS TECHNICIAN—Continued

This classification excludes repairers of such standard electronic equipment as common office machines and household radio and television sets; production assemblers and testers; workers whose primary duty is servicing electronic test instruments; technicians who have administrative or supervisory responsibility; and drafters, designers, and professional engineers.

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

Class A. Applies advanced technical 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 electronic equipment. Examples of such problems include location and density of circuitry, electromagnetic radiation, isolating malfunctions, and frequent engineering changes. Work involves: A detailed understanding of the interrelationships of circuits; exercising independent judgment in performing such tasks as making circuit analyses, calculating wave forms, tracing relationships in signal flow; and regularly using complex test instruments (e.g., dual trace oscilloscopes, Q-meters, deviation meters, pulse generators).

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.

Class B. 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 electronic equipment. Work involves: A familiarity with the interrelationships of circuits; and judgment in determining work sequence and in selecting tools and testing instruments, usually less complex than those used by the class A technician.

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.

Class C. Applies working technical knowledge to perform simple or routine tasks in working on electronic equipment, following detailed instructions which cover virtually all procedures. Work typically involves such tasks as: Assisting higher level technicians by performing such activities as replacing components, wiring circuits, and taking test readings; repairing simple electronic equipment; and using tools and common test instruments (e.g., multimeters, audio signal generators, tube testers, oscilloscopes). Is not required to be familiar with the interrelationships of circuits. This knowledge, however, may be acquired through assignments designed to increase competence (including classroom 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.

ATTACHMENT NO. M.1.4

U. S. NUCLEAR REGULATORY COMMISSION

WORK ORDER FORM FOR TYPING SERVICE

1. CONTRACTOR: _____ 2. PURCHASE ORDER NO.: _____
3. CONTRACT NO.: _____ 4. WORK ORDER NO.: _____
5. DATE SUBMITTED: _____ 6. DATE REQUIRED: _____
7. SERVICE REQUESTED: Using IBM MCST or IBM SYSTEM 6:
a. Type - Rough Draft (No proofreading required)
b. Type & Proofread
c. Type Camera-Ready Final (Copy Edit)
+
d. Communicate - to magnetic cards, diskettes or to paper.
8. ORIGINATOR AND TITLE OF DOCUMENT SUBMITTED: _____
9. FORMAT FOR DOCUMENT: (SEE ATTACHMENT NO. M.1.5)
10. CRESS CONTROL SHEET: Attached.
11. SPECIAL INSTRUCTIONS: _____

12. CONTACT: Will Change According to Location Picked Up From.

Main Contact:

Joanne Johansen
U.S. Nuclear Regulatory Commission
CRESS Branch, Room P-912
7920 Norfolk Avenue
Washington, D. C. 20555

Telephone No.: 492-7705

COST PER WORK ORDER

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NRC FORM 39
(10-77)

U.S. NUCLEAR REGULATORY COMMISSION

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10. All acronyms are spelled out - i.e., (PSAR) Preliminary Safety Analysis Report
11. Frequently used compound words (hyphenated) followed by a noun.
safety-related (noun)
loss-of-coolant (noun)
balance-of-plant (noun)
12. See attached typing guide for text area, main title and page number placement.
13. See attached pages for further information regarding format for SERs.

SAFETY EVALUATION REPORT

BY THE

OFFICE OF NUCLEAR REACTOR REGULATIONU.S. NUCLEAR REGULATORY COMMISSION

IN THE MATTER OF

DUKE POWER COMPANYMCGUIRE NUCLEAR STATIONUNITS 1 AND 2DOCKET NOS. 50-369 AND 50-370

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2.0 SITE CHARACTERISTICS (CR)

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Geography and Demography (CR) Subtitles - all initial Caps, underscored
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The McGuire Nuclear Station is located on the southern shore of Lake Norman in Mecklenburg County, North Carolina, about 17 miles north-northwest of Charlotte, North Carolina. Figure 2.1-1 shows the site location with respect to principal population centers in North and South Carolina. (CR)

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The applicant has specified a minimum exclusion area radius of 2500 feet. There are no residences within the exclusion area. Figure 2.1-2 shows the principal structures within the exclusion area, and plant location with respect to Lake Norman, including those structures immediately north of the plant and abutting Lake Norman. All property within the designated exclusion area is owned in fee by the applicant, including the land beneath the surface of Lake Norman. However, we understand from discussions with the applicant, that North Carolina state law provides that the surface of Lake Norman be in the public domain and therefore accessible to the public. The applicant has made arrangements for control and removal of persons from the lake portions of the exclusion area in the event of an emergency (see Section 13.3).

The applicant has selected a low population zone radius of 5.5 miles. The population center, as defined in 10 CFR Part 100, is Charlotte, North Carolina which is about 17 miles from the plant. The distance to the nearest population center is more than one and one-third times the low population zone radius, and therefore conforms to the guidelines of 10 CFR Part 100.

The 1970 population within 5 miles is stated to be 3465 people. Figure 2.1-3 shows the 1970 cumulative population surrounding the plant as a function of distance from the site out to 50 miles. The cumulative population corresponding to a moderately populated area of 500 people per square mile is also shown. Comparison of the curve in Figure 2.1-3 shows that the population around the plant is below the reference curve, indicating that the site is not heavily populated.

Charlotte, North Carolina had a 1970 population of 241,170, a gain of 19.7 percent over the 1960 census population. Mecklenburg County showed a population growth of about 30 percent in the decade from 1960 to 1970. For the area enclosed within a 50 mile radius of the plant, the applicant projects a population growth of 34.1 percent during the 20 year period from 1970 to 1990. We have compared this projection with population projections made by the Bureau of Economic Analysis of the Department of Commerce for Bureau of Economic Analysis Area No. 26. Figure 2.1-4 shows the circle of 50 mile radius with respect to Bureau of Economic Analysis Area No. 26. The Bureau of Economic Analysis projections show a population growth of 31 percent during

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Figure 2.1-3 Cumulative Population Distribution (CR)
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complex. Wind speed and direction were measured at a height of 130 feet above ground on this tower and air temperature at the 35-, 95-, and 130-foot levels. Vertical temperature difference was measured between the 35- and 130-foot levels. In October 1970, another meteorological tower was installed at a location about 490 feet east-southeast of the reactor complex. Wind speed and direction were measured at a level 30 feet above ground on this tower. Data collection on the 30-foot tower was terminated soon after October 1971 and the tower removed because of plant construction.

The applicant has provided meteorological data collected onsite during the one-year periods from November 1969 to November 1970, and from October 1970 to October 1971. The first period of data was based on wind speed and direction measured at the 130-foot level on the microwave tower, and the second one-year period on wind speed and direction measured at the 30-foot tower closer to the plant site. Vertical temperature differences in both cases were measured on the microwave tower. The dispersion estimates used in this evaluation are based on the joint frequency distributions of wind speed and direction measured at the 30-foot level and atmospheric stability (defined by the vertical temperature difference measured between the 35- and 135-foot levels on the microwave tower) for the one year period from October 17, 1970 through October 16, 1971 as presented in Table 2.3.4-1 of the applicant's Final Safety Analysis Report. The joint data recovery rate was 89 percent.

To verify the representativeness of this one-year period of data record to expected long-term meteorological conditions, the applicant also provided joint frequency distributions of wind speed and direction by atmospheric stability class from data collected by the National Weather Service at Charlotte for the periods 1969-1973 and October 1970-October 1971. Stability classes for these data were determined using the National Climatic Center's STAR program. A comparison of the data for these two periods shows that the one year period was representative of the longer period of data record as shown on Table 2.3-1.

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TABLE 2.3-1

CHARLOTTE, N. C. - CLIMATIC COMPARISON

WIND DIRECTION DISTRIBUTION

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| Direction | Frequency (%) | | Direction | Frequency (%) | |
|-----------|---------------|---------------|-----------|---------------|-------------|
| | 1969-1973* | 10/70-10/71** | | 1969-1973 | 10/70-10/71 |
| N | 8.9 | 8.1 | S | 8.0 | 8.0 |
| NNE | 8.4 | 7.7 | SSW | 7.7 | 6.8 |
| NE | 6.4 | 5.4 | SW | 9.0 | 9.8 |
| ENE | 5.5 | 5.7 | WSW | 5.9 | 6.7 |
| E | 7.3 | 8.7 | W | 6.0 | 7.0 |
| ESE | 4.2 | 4.0 | WNW | 3.3 | 5.5 |
| SE | 3.8 | 3.5 | NW | 5.5 | 5.5 |
| SSE | 4.1 | 3.7 | NNW | 6.0 | 6.1 |

* includes 4.3% calm
** includes 5.1% calm

with criteria specified in Regulatory Guide 1.59, "Design Basis Flood for Nuclear Power Plants." Potential flooding of the site has been considered, by the applicant from several sources in the determination of the flood protection requirements. The postulated events considered in the flood analyses were:

1. Probable Maximum Flood resulting from the runoff of the Probable Maximum Precipitation compatible with the respective drainage areas; above Cowans Ford Dam over effective area of the standby nuclear service water pond and the McGuire site area local drainage.
2. Flow from the seismically induced upstream dam failure coincident with a flood one-half as large as the Probable Maximum Flood.
3. A failure of Cowans Ford Dam coincident with a flood one-half as large as the Probable Maximum Flood.

2.4.3 Probable Maximum and Seismically Induced Floods

1. Cowans Ford. The probable Maximum Flood for the 1,770 square mile drainage area above Cowans Ford Dam was determined by considering a series of Probable Maximum Precipitation storm centerings which resulted in various upstream dam overtopping failures or sequential failures. Runoff was based on an initial loss of 0.5 inch and an infiltration loss of 0.1 inches per hour. The most critical of these hypothetical floods at Cowans Ford Dam site resulted in a peak inflow of 368,900 cubic feet per second and a corresponding maximum surcharge pool elevation of 767.9 feet mean sea level in Lake Norman.

3rd tab @ 24 → a. Wave Action and Forces were determined for two hypothetical critical conditions on Lake Norman; (1) the Probable Maximum Flood water level of 767.9 feet mean sea level with the associated wind of 40 miles per hour, and (2) the 96 miles per hour wind resulting from a Probable Maximum Hurricane wind field at the site coincident with a full reservoir pool water level of 760 feet mean sea level.

This maximum runup elevation including surge and seich, was due to condition 2 and resulted in a maximum water surface elevation of 774.8 feet mean sea level on a 1 or 2 embankment slope and 778.3 feet mean sea level on the vertical face of the intake structure.

The maximum non-breaking wave forces and moments on the embankment and intake structure were produced by condition 1. The maximum forces were 90,800 pounds per foot on the intake structure and 149,600 pounds per foot on the embankment. The maximum moments were 1,570,400 foot-pounds per foot on the intake structure and 3,320,800 foot-pounds per foot on the embankment.

equally likely, but less conservative, flow paths. Using conservative values for all parameters, we calculated a dilution factor of about 11×10^6 and a travel time of 0.44 years at the point where the flow from the waste water collection basin enters the Catawba River. A discussion and evaluation of the resultant concentrations is contained in Section 15.3.10 of this report.

2.4.6 Ultimate Heat Sink

The standby nuclear service water pond is the ultimate heat sink for the plant. The pond meets the criteria specified in Regulatory Guide 1.27, "Ultimate Heat Sink for Nuclear Power Plants." Heated water is discharged near the pond surface and plant return water is withdrawn near the bottom of the pond. We have reviewed the applicant's analyses and computer codes and made our own independent analyses. We conclude the pond will provide sufficient water at temperatures less than the design bases, the maximum allowable, to maintain both units in a safe shutdown condition for at least 30 days and in accordance with criteria specified in Regulatory Guide 1.27.

2.4.7 Conclusions

We conclude that the hydrologic engineering aspects of the McGuire Nuclear Station are acceptable. The design basis hydrologic criteria adopted by the applicant regarding; seismic dam failure, probable maximum flood, and local probable maximum precipitation flooding; wind wave activity and resulting runoff; forces associated with combinations of floods and winds, consistent with Regulatory Guide 1.59. Flooding does not constitute a threat to the safety-related facilities.

The standby nuclear service water pond has adequate storage for a 30-day water supply with acceptable temperatures and is satisfactory as the ultimate heat sink.

We have reviewed the applicant's analyses and pertinent data on the seismic Category I permanent dewatering system and have made our own independent calculations. We conclude that with the continuous monitoring system to be operated for the life of the plant, that the permanent dewatering system will protect safety-related structures and equipment and is acceptable.

2.5 Geology, Seismology and Geotechnical Emergency (ROR). Only one ROR between subtitles

2.5.1 Geology and Seismology

The geological and seismological aspects of the McGuire nuclear site as presented in the Preliminary Safety Evaluation Report were reviewed by the NRC staff and its advisors, the U.S. Geological Survey and the Seismological Investigations Group of the National Oceanic and Atmospheric Administration now a part of the U.S. Geological Survey. We and the U.S. Geological Survey concluded at that time that the analysis performed by the applicant appeared to be carefully derived and to have considered the geologic conditions pertinent to an engineering evaluation of the site. We and our National Oceanic and Atmospheric Administration advisors concluded that the

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