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AWARD/CONTRACT		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)		RATING N/A	PAGE 1 OF 1 PAGES
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-10-00-007		3. EFFECTIVE DATE 11-01-1999		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-00-007	
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555		6. ADMINISTERED BY (If other than Item 5) CODE		7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) PRIME: U.S. Small Business Administration Washington, DC 20005 SUB: McWane and Company, Inc. 2800 Shirlington Road, Suite 802 Arlington VA 22206	
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT N/A		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 5	
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Washington DC 20555		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	
14. ACCOUNTING AND APPROPRIATION DATA 04015-511115 D1936 252A 31X0200 OBLIGATE: \$252,544.79		15A. ITEM NO.		15B. SUPPLIES/SERVICES	
15C. QUANTITY		15D. UNIT		15E. UNIT PRICE	
15F. AMOUNT					

The U.S. Nuclear Regulatory Commission hereby accepts McWane and Company, Inc.'s September 20, 1999, technical proposal, as revised on October 4, 1999, to perform the work in accordance with the Statement of Work and all other terms and conditions of this contract. This is a Firm Fixed-Price type contract.

15G. TOTAL AMOUNT OF CONTRACT		\$252,544.79	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>RS-ADM-00-007</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) GILBERT J. MCWANE, PRESIDENT		20A. NAME OF CONTRACTING OFFICER Sharon D. Stewart DF02	
19B. NAME OF CONTRACTOR BY <u>McWane</u> (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY <u>Sharon D. Stewart</u> (Signature of Contracting Officer)	
19C. DATE SIGNED 11/2/99		20C. DATE SIGNED 11/1/99	

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE SCHEDULE - BASE PERIOD

The following is a breakdown of the monthly fixed prices for the

Month	Total Monthly Amount
November 1999	\$ 21,045.50
December 1999	\$ 21,045.39
January 2000	\$ 21,045.39
February 2000	\$ 21,045.39
March 2000	\$ 21,045.39
April 2000	\$ 21,045.39
May 2000	\$ 21,045.39
June 2000	\$ 21,045.39
July 2000	\$ 21,045.39
August 2000	\$ 21,045.39
September 2000	\$ 21,045.39
October 2000	\$ 21,045.39

TOTAL BASE PERIOD AMOUNT \$252,544.79

PRICE SCHEDULE - OPTION YEAR PERIOD

The following is a breakdown of the monthly fixed prices for the

Month	Total Monthly Amount
November 2000	\$ 18,705.58
December 2000	\$ 18,705.55
January 2001	\$ 18,705.55
February 2001	\$ 18,705.55
March 2001	\$ 18,705.55
April 2001	\$ 18,705.55
May 2001	\$ 18,705.55
June 2001	\$ 18,705.55
July 2001	\$ 18,705.55
August 2001	\$ 18,705.55
September 2001	\$ 18,705.55
October 2001	\$ 18,705.55

TOTAL OPTION PERIOD AMOUNT \$224,466.63

B.2 PROJECT TITLE

The title of this project is as follows:

Mail and Messenger Support Services.

B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)

The Contractor shall provide all necessary personnel, management and supervisory support and designated equipment necessary to perform all services identified in the Statement of Work.

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$252,544.79.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 STATEMENT OF WORK****C.1.1 BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) Headquarters offices are located in a two building configuration in Montgomery County, Maryland. In order to effectively control its communication, the agency has adopted a centralized document control and dissemination process. This has resulted in the creation of the Mail Services Section located at One White Flint North, 11555 Rockville Pike, Rockville, MD (OWFN). It is the intention of this contract to have contractual support staff sort all incoming USPS mail into defined categories for delivery, perform the delivery of USPS non-sensitive mail and sort and deliver internal mail which is unclassified/non-sensitive.

C.2 OBJECTIVE

The Contractor shall provide all necessary personnel, management and supervisory support, and designated equipment necessary to perform all services identified in this Statement of Work. Failure to provide the required staffing levels, or failure to perform as required by this contract, shall result in a reduction in payment of the Contractor's invoices to reflect the reduced value of the service performed.

The Contractor shall ensure, through development and implementation of written staffing and backup procedures, that there are sufficient staff available to provide mail sort and other related mail service assistance, as specified in this Statement of Work, during the required hours, Monday through Friday, excluding official Federal holidays.

The Contractor shall ensure the timely processing of all incoming communications which are vital to NRC's mission through the agency's Mail Services Section. All procedural aspects of the receipt, control and dissemination of agency communications shall be completed in accordance with established guidelines of the Mail Services Section. (See Attachment 7, Directive & Handbook 3.23, "Mail Management").

C.3 STAFFING REQUIREMENTS**C.3.1 BASE PERIOD**

A total of six (6) contractor support personnel are required. Four (4) of the contractor support personnel will be based at the OWFN mail room (the contractor shall appoint one of the four (4) personnel as project supervisor and a second as his assistant); two (2) contractor support personnel shall be based at the NRC satellite

mail center at Two White Flint North (TWFN), 11545 Rockville Pike, Rockville, MD. The four (4) contractor support personnel and two (2) supervisors shall provide the mail services as set forth under Section C.

A. DELINEATION OF TASKS

1. OWFN MAIL ROOM

Two (2) contractor mail personnel are assigned to provide a variety of mail services concerning unclassified/non-sensitive mail to and from specified mail stops within OWFN. Their hours are 7:30 a.m. to 4:30 p.m. daily. Each of these personnel shall perform mail delivery/pick up at the assigned times of 8:30 a.m., and 2:30 p.m. Each mail run must be completed within 60 minutes of the assigned delivery start time. Upon return to the mail room the two (2) personnel shall sort mail until the next delivery period or until 4:30 p.m. Mail received from USPS mail deliveries occurring after 2:00 p.m. shall be delivered no later than the 8:30 a.m. mail delivery/pick up run the next day. Lunch break is from 12:00 p.m. to 1:00 p.m.

2. TWFN MAIL ROOM

Two (2) additional contract mail personnel are assigned to provide a variety of mail services concerning unclassified/non-sensitive mail to and from specified mail stops within TWFN. Their hours are 7:30 a.m. to 4:30 p.m. daily. Each of these personnel shall perform mail delivery/pick up at the assigned times of 8:30 a.m., and 2:30 p.m. Each mail run must be completed within 60 minutes of the assigned delivery start time. Upon return to the mail room the two (2) personnel shall sort mail until the next delivery period or until 4:30 p.m. Lunch break is from 12:00 p.m. to 1:00 p.m.

Two (2) additional contract mail personnel (a supervisor and a lead operator, as designated by the Contractor) are assigned to provide a variety of mail services concerning unclassified/non-sensitive mail both in the OWFN mail room and at the TWFN mail room. Their hours are 7:30 a.m. to 4:30 p.m. The supervisor, assisted by the lead operator ensures proper mail bin identification, supervises attendance of contractor personnel, ensures proper handling of special requests for receipt, delivery/pickup and processing of mail at all times. The supervisor is the official contact between the Contractor and the NRC Project Officer or backup.

C.3.2 OPTION YEAR PERIOD

A total of five (5) contractor support personnel are required. Three (3) of the contractor support personnel will be based at the OWFN mail room (the contractor shall appoint one of the three (3) personnel as project supervisor and a second as his assistant); two (2) contractor support personnel shall be based at the NRC satellite mail center at TWFN, 11545 Rockville Pike, Rockville, MD. The three (3) contractor support personnel and two (2) supervisors shall provide the mail services as set forth under Section C.

A. DELINEATION OF TASKS

A supervisor and a lead operator as designated by the Contractor are assigned to provide a variety of mail services concerning unclassified/ non-sensitive mail in both the OWFN mail room and the TWFN mail room. Their hours are 7:30 a.m. to 4:30 p.m. The supervisor, assisted by the lead operator ensures proper mail bin identification, supervises attendance of contractor staff, ensures proper handling of special requests for receipt, delivery/pickup and processing of mail at all times. The supervisor is the official contact between the Contractor and the NRC Project Officer or backup.

1. OWFN MAIL ROOM

The supervisor, lead operator and a contractor mail employee whose hours shall also be from 7:30 a.m. to 4:30 p.m., are assigned to provide a variety of mail services concerning unclassified/non-sensitive mail services to and from specified mail stops within OWFN. Each of these personnel shall perform mail delivery/pickup at the assigned times of 8:30 a.m., and 2:30 p.m. Each mail run must be completed within 60 minutes of the assigned delivery start time. Upon return to the mail room these three (3) contractor employees shall sort mail until the next delivery period or until 4:30 p.m. Mail received from USPS, mail deliveries occurring after 2:00 p.m. shall be delivered no later than the 8:30 a.m. mail delivery/pickup run the next day. Lunch break is from 12:00 p.m. to 1:00 p.m.

2. TWFN MAIL ROOM

Two (2) additional contractor mail personnel are assigned to provide a variety of mail services concerning unclassified/non-sensitive mail to and from specified mail stops within TWFN and perform transport of mail to and from the OWFN mail room and the TWFN mail room. Their hours are 7:30 a.m. to 4:30 p.m. daily. Each of these personnel shall perform mail delivery/pickup at the assigned times of 8:30 a.m., and 2:30 p.m. Each mail run must be completed within 60 minutes of the assigned delivery start time. Upon return to the mail room the two (2) personnel will sort mail until the next delivery period or until 4:30 p.m. Lunch break is from 12:00 p.m. to 1:00 p.m.

C.4 PERSONNEL QUALIFICATIONS

A. All contractor personnel shall require an NRC security access clearance to NRC's facilities and must continue this security access approval through the term of this contract. All contractor personnel shall be required to handle information of a personal and sensitive nature. Therefore, the Contractor shall assure that all personnel comply with confidentiality regulations and guidance furnished by the NRC. (See Subsection H.1 - SECURITY, herein.)

B. All contractor personnel shall be bonded in an amount not less than \$10,000 cash and \$500,000 nonnegotiable instruments. Bonding shall be with a carrier identified on the U.S. Department of

Treasury's list of approved surety firms. (See Attachment 4).

C. All contractor personnel provided under this contract shall possess a high school diploma or General Equivalency Diploma (GED). Additionally, all contractor personnel shall have at least two years of related experience which demonstrate the following:

(1) the ability to meet and deal with the general public, and to speak English fluently; (2) the ability to read, understand and apply printed instructions, and; (3) the ability to maintain poise and self-control under stress.

D. The Contractor shall be the employer for all personnel provided under this contract and shall provide all required training, insurance, bonding, recruiting, transportation to and from the job (unless provided by the personnel) and any other items directly related to employment. The contractor shall be responsible for all withholdings, health and other benefits, overhead, and all payroll cost and contributions.

E. The NRC reserves the right to reject at any time, without notice, any contractor personnel assigned who, in the opinion of the NRC, is unacceptable for any reason. The Contractor shall comply with the request of NRC for the removal of any contractor personnel should it be determined by NRC that individuals assigned to work are unsuitable. Unsuitable will be defined but not limited to the following incidents of misconduct or delinquency:

- * Violations of the Rules and Regulations for Government Public Buildings and Grounds, 41 CFR 101-20.3;

- * Neglect of duty, including sleeping, unreasonable delays, failure to carry out assigned tasks, conducting personal business on agency phones and/or refusing to render assistance or cooperation in fulfilling of the requirements of the Statement of Work;

- * Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;

- * Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting; participating in disruptive activities which interfere with the normal and efficient operations of the Government;

- * Theft, vandalism, immoral conduct, or any criminal actions; and

- * Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.

- * Wearing headphones either in the mailrooms or on mail delivery.

C.5 PROCEDURES**A. NRC MAIL TRANSPORT TO/FROM OWFN AND TWFN**

The Contractor shall provide one (1) personnel member to transport NRC mail to and from the OWFN and TWFN building two (2) times daily. The scheduled delivery times are 10:30 a.m., and 1:30 p.m. This Contractor personnel shall utilize a flatbed cart to transport the mail between the buildings. The NRC mail that is destined for transport between the buildings must be placed in the NRC mail tubs and sealed, then loaded onto the flatbed carts. The designated route to be used for transport shall be the P1-level building connector route.

NOTE: The Contractor personnel must use the freight elevator when transporting mail by way of mail carts and flatbed carts.

B. INCOMING MAIL ACCOUNTABILITY

All contractor personnel must complete an NRC Form 595, "Incoming Express Accountable Mail Delivery", or NRC Form 417 "Official Record of Bid/ Proposal Receipt", for every package delivered to either the NRC Mail Center, the OWFN loading dock, or to any other NRC location, in order to record receipt of delivery of a package.

After the NRC Form is completed and attached to the incoming package, the contractor personnel shall attempt to deliver it to the intended recipient. The contractor personnel delivering the package shall make certain that either the addressee or someone in the addressee's immediate office area signs the NRC Form acknowledging receipt of and responsibility for the package.

The contractor personnel shall perform unscheduled deliveries of incoming accountable mail one (1) hour after the receipt and tracking process through the NRC "Received Sentry Tracking System".

When the contractor personnel returns from the delivery, he shall immediately give the signed NRC Form to the contractor supervisor. The contractor supervisor shall then log the information on the form into NRC's Automated Tracking System.

After entering the information into the system, the contractor supervisor shall give the signed NRC Form to either the Section Leader of the Mail Service Section or his designee. The information shall remain on file for a period of six (6) months.

If the contractor personnel is unable to successfully deliver the package (e.g., the addressee not available and no one else will sign for the package), the contractor personnel shall return to the mail room and notify the contractor supervisor of the failed delivery attempt and turn the package over to the contractor supervisor.

At this point, the contractor supervisor or his designee shall notify the intended recipient either by e-mail or telephone that the package is in the Mail Center and ready for immediate pickup.

If the intended recipient comes to the Mail Center within four hours after notification, contractor personnel shall ensure that the NRC employee signs the NRC Form acknowledging receipt of the package. However, if the intended recipient fails to come to the Mail Center within four hours after notification, the contractor personnel shall attempt to redeliver the package on the next scheduled mail run. As stated above, the contractor personnel delivering the package shall make sure that either the intended addressee or someone in the addressee's immediate office area signs the NRC Form acknowledging receipt of and responsibility for the package.

When the contractor personnel returns from the scheduled mail run, the signed NRC Form shall be given to the contractor supervisor. The contractor supervisor shall log the information on the form into NRC's Automated Tracking System.

As stated above, after entering the information into the system, the contractor supervisor shall give the signed NRC Form to either the Section Leader or his designee of the Mail Center. The information will remain on file for a period of six (6) months.

If the contractor personnel signs for receipt of a package from USPS or any other courier, and cannot produce a record of receipt by an NRC employee from the NRC's Automated Tracking System, and/or the NRC Form, the contractor personnel shall be held responsible for the lost article and shall launch an immediate and thorough search for the lost package.

If the lost package is not located within five (5) working days, the NRC Project Officer will notify the NRC Contract Specialist, who will initiate appropriate action in accordance with the clause under Subsection H, entitled "Performance Deficiencies".

C. XRAY SCREENING OF ALL NRC HEADQUARTERS INCOMING LETTERS AND PACKAGES

The Contractor shall make arrangements, as necessary, through the NRC Project Officer, to guarantee that four (4) employees are certified to operate X-RAY equipment at all times. The Contractor staff operating X-RAY equipment must be designated "Key Personnel" and cannot be removed from duty without prior approval of the NRC Project Officer. The contractor personnel certified to operate the X-RAY screening equipment shall take a reexamination every four (4) months.

The contractor personnel shall scan all NRC incoming mail, whether delivered by the U.S. Postal Service or by private courier, no matter to whom the letters or packages are addressed. The contractor personnel will be given approximately forty-five (45) minutes to scan incoming mail packages before placing them into the sorting and delivery process.

The contractor personnel shall notify the NRC Project Officer or his designee IMMEDIATELY upon detection of a suspicious package. If neither are immediately available, the Contractor staff shall

contact the Division of Security. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR PERSONNEL OPEN OR ATTEMPT TO DELIVER A SUSPICIOUS PACKAGE.

The contractor personnel shall leave the suspicious package in the X-RAY screening machine until the NRC Division of Security arrives to determine what action is necessary. The contractor personnel shall follow all instructions from either the NRC Project Officer or the Division of Security until the situation is resolved.

D. SURVEYS

All contractor personnel shall be required to participate in a periodic survey of incoming USPS and intra-NRC mail. This survey shall require the counting and the final tallying of the number of pieces of mail processed within NRC at each NRC location. This survey shall be performed by contractor personnel annually. The survey shall last for a two (2) week period (for 10-days- Monday through Friday). The results of this survey shall reflect the total number of pieces, regardless of organizational units, for each of two (2) categories: 1) Incoming mail (includes USPS incoming mail and mail received into NRC by private express services companies), 2) Internal mail (all documents transferred within the NRC, whether within the same building as the sending organization or outside the building of residence of the sending organization). The final tally for each of these categories shall be compiled by the contractor personnel and provided to the NRC Project Officer for management use.

(1) Semiannual survey of NRC customers to determine satisfaction (i.e., timeliness, accuracy etc.)

(2) NRC will perform random audit for mail sort accuracy at both locations.

E. UNIFORMS

The Contractor shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification, and assure that every employee is in uniform. The uniform shall have the Contractor's name, easily identifiable, affixed in a permanent of semipermanent manners such as a badge or with the task being performed. The NRC will be responsible for supplying contract badges.

F. MAINTENANCE OF POOL

The Contractor shall maintain a pool of three (3) contractor personnel (backup) who have been granted NRC security clearance. All contractor personnel assigned to perform services under this contract shall be drawn from this pool. See Subsection H.1 - SECURITY, herein.

The Contractor shall promptly advise the NRC Project Officer when a contractor personnel in the pool has terminated his or her employment relationship with the Contractor.

The Contractor's duty to maintain a pool of employees who have been granted clearance in accordance with this clause is of the essence of this contract. Therefore, any failure on the part of the Contractor to satisfy this obligation shall be grounds for default termination, or such other remedies as the government shall deem appropriate.

G. DAILY COVERAGE

During the Base Year period of this contract, the Contractor shall have at least six (6) qualified personnel on duty on all Federal work days. During the Option Year period of this contract, the Contractor shall have at least five (5) qualified personnel on duty on all Federal work days. The Contractor shall be responsible for sending a replacement when employees are off or out sick.

The contractor shall provide a replacement within 24 hours. If the contractor cannot provide a substitute within this period, the NRC retains the right to cancel the remainder of the contract at no additional cost to the NRC and obtain the required services from another source.

C.6 DOCUMENTATION/REFERENCE

1. U.S. Department of Treasury's List of Approved Surety Firms. (Attachment 4)
2. NRC-generated processing requirements with the Directive and Handbook 3.50, Document Management (Attachment 5)
3. NRC generated processing requirements delineated in the Directive and Handbook 3.8, Unclassified Contractor & Grantee Publications in the NUREG Series. (Attachment 6)
4. NRC generated processing requirements with the Directive and Handbook 3.23, Mail Management. (Attachment 7)
5. NRC-generated processing requirements with the Directive and Handbook 12.1, NRC Facility Security Program. (Attachment 8)
6. NRC-generate processing requirements with the Directive and Handbook 12.2, NRC Classified Information Security Program. (Attachment 9)
7. NRC-generated processing requirements with the Directive and Handbook 12.3, NRC Personnel Security Program. (Attachment 10)
8. NRC-generated processing requirements with the Directive and Handbook 12.4, NRC Telecommunications Systems Security Program. (Attachment 11)
9. NRC-generated processing requirements with the

Directive and Handbook 12.6, NRC Sensitive Unclassified Information
Security Program. (Attachment 12)

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

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

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.246-4	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

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

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-17	STOP-WORK ORDER	AUG 1989
	GOVERNMENT DELAY OF WORK	APR 1984

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

This contract shall commence on November 2, 1999 and will expire on November 1, 2000. The term of this contract may be extended at the option of the Government for an additional one (1) year period.

F.3 REPORTING REQUIREMENT

The Contractor shall maintain a daily log of mail processing activities (see Attachment 10 for form). These forms shall be kept by the Contractor and submitted to the NRC Project Officer monthly. These forms are due to the NRC Project Officer on the seventh (7th) calendar day after the previous reporting period.

F.4 ANNUAL REPORT

The Contractor shall tally the number of pieces of mail processed within NRC at both building locations on an annual basis which consists of a five (5) day period. The tally shall be provided to the NRC Project Officer at the end of the day on the last day of each period.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 2052.215-73 PROJECT OFFICER AUTHORITY-ALTERNATE 2**

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

Name: Theodore R. Stansbury

Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
Mail Stop: OWFN P1-37
Rockville, MD 20852-2738

Telephone Number: (301) 415-2095

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract.
- (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

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

G.2 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH

Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment 03. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204-70 SECURITY**

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See Section J for List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

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

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

contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Security and the Contracting Officer. These changes will be under the authority of the changes clause.

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12356 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning:

- (1) design, manufacture, or utilization of atomic weapons;
- (2) the production of special nuclear material; or
- (3) the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

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

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

(i) Criminal liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data, relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)

(j) Subcontracts and purchase orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert

provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

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

H.2 2052.204-71 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

H.3 2052.215-70 KEY PERSONNEL

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Project Supervisor:

Asst. Project Supervisor:

Mr. Samuel Leatherbury
Mr. Richard L. Grace

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason,

becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.4 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

H.5 SITE ACCESS BADGE PROCEDURES (FEB 1995)

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

Within ten working days after award of a contract, execution of a modification of a contract or proposal of new personnel for contract tasks, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed

security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. The contractor representative will submit the documents to the Project Officer who will give them to the Division of Security. Since the NRC/Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will advise the Project Officer, who, in turn, will advise the Division of Security, of the termination or dismissal of any employee who has applied for, or has been granted, NRC building access approval. It is the responsibility of the contractor to obtain and return to the Division of Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC space.

H.6 SEAT BELTS

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

H.7 INSURANCE

In accordance with the clause "Insurance Work on a Government Installation," FAR 52.228-5, under Section I, the Contractor shall require and maintain during the entire period of performance of this contract, insurance of at least the following kinds and minimum count set forth below:

A. Workman's Compensation and Employer's Liability Insurance in accordance with the amounts specified by the laws of the States in which the work is to be performed under this contract. In the sense of such State Laws, an amount of \$100,000.00 shall be required and maintained.

B. General Liability Insurance. Bodily injury liability in the minimum amount of \$500,000.00 per occurrence.

C. Automobile Liability Insurance in the amount of \$200,000.00 per person and \$500,000.00 per occurrence.

H.8 PERFORMANCE DEFICIENCIES

A. Should the Contractor fail to provide qualified personnel in accordance with the staffing levels provided for in the contract, or fail to perform as required by the contract, the payment of the Contractor's invoice shall be reduced by an amount to reflect the value of the services performed. The amount of the deductions shall be calculated as follows:

1. Fixed price (BASE PERIOD), less transportation costs (BASE PERIOD) is \$252,544.79 for 6 contractor personnel (level of effort).

2. Multiple total number of days of the contract's BASE PERIOD of performance (i.e., 253 days) times the level of effort to arrive at the total mandays of effort (i.e., 1518).

3. Divide \$252,544.79 by 1518 days to arrive at the total rate per day (i.e., \$166.37) that will be deducted for each qualified personnel that is not provided in accordance with the contract, or for any other failure to perform as required by the contract. The rate per day may be prorated as follows:

4 hours or less: \$83.19 4 hours or more: \$166.37

4. The amount of the deductions for the OPTION PERIOD, using the above calculations shall be:

\$178.86 per day, which is based on a fixed price, less transportation costs, of \$224,466.63 divided by the level of effort (5 contractor personnel). The rate per day may be prorated as follows:

4 hours or less: \$89.43 4 hours or more: \$178.86

B. Should the Contractor fail to provide the mail services required by the contract, the payment of the Contractor's invoice shall be

reduced by:

\$166.37 per day for the BASE PERIOD \$178.86 per day for the OPTION PERIOD

C. Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Termination for Default Supplies and Services clause in this contract.

H.9 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR

(a) For purposes of this clause, a foreign interest is defined as any of the following:

- (1) A foreign government or foreign government agency;
- (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
- (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
- (4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) may be present where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that the compromise or unauthorized disclosure of classified information may occur.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean NRC contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in DD Form 441S, "Certificate Pertaining to Foreign Interest." Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(e) In those cases where a contractor has changes involving FOCI, the NRC must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(f) The contractor agrees to insert terms that conform substantially

to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information. Additionally, the contractor shall require such subcontractors to submit completed information required on the DD Form 441 form prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(g) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by NRC to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(h) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on NRC's rights, including its rights to terminate this contract.

(i) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates a FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-3	DEFINITIONS	OCT 1995
52.203-5	GRATUITIES	APR 1984
52.203-6	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-8	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.204-2	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	SECURITY REQUIREMENTS	AUG 1996
52.209-6	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.215-2	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS	JUL 1995
52.215-8	DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
52.215-17	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.219-4	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-8	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-14	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-25	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN 1999
	LIMITATIONS ON SUBCONTRACTING	DEC 1996
	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	JAN 1999

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	
52.222-26	EQUAL OPPORTUNITY	AUG 1996
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	FEB 1999
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	APR 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JUN 1998
52.223-2	CLEAN AIR AND WATER	JAN 1999
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1984
52.223-6	DRUG-FREE WORKPLACE	APR 1998
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	JAN 1997
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	AUG 1998
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUL 1995
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1997
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	JAN 1991
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	
52.233-3	ALTERNATE I (DEC 1991)	MAR 1994
52.237-2	PROTEST AFTER AWARD	AUG 1996
52.237-3	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	CONTINUITY OF SERVICES	JAN 1991
52.243-1	BANKRUPTCY	JUL 1995
52.244-2	CHANGES--FIXED PRICE	AUG 1987
52.244-6	ALTERNATE I (APR 1994)	
52.245-1	SUBCONTRACTS	AUG 1998
52.249-4	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.249-8	PROPERTY RECORDS	APR 1984
52.253-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option

provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

I.3 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

**I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

I.5 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

**I.6 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A)
CONCERNS--ALTERNATE III (XXX 1999)**

Substitute the following for the paragraph (c) in FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the contracting officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

**I.7 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION
PROGRAM--INCENTIVE SUBCONTRACTING (JAN 1999)**

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

**I.8 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED
(MAY 1989)**

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

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

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of

receipt that additional time is necessary.

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

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

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

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

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with

subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) 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 person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

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

4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) 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 the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) 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, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

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

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

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

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

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

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

(k) 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 an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause 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.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

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

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

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

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o)

of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

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

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

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

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

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in

tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

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

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

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

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination.

Employee Class	Monetary Wage - Fringe Benefits
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Mail Clerks	\$11.54
Lead Operator	\$15.20
Project Supervisor	\$18.24
	0

**I.10 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT
ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION
CONTRACTS) (MAY 1989)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any

increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.11 52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

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

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

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

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

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

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

- (i) Name and address of the Contractor.
 - (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (viii) Any other information or documentation required by the contract (such as evidence of shipment).
 - (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
- (4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.
 - (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

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

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

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

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

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1,

Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

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

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

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

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a) (5) (iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a) (7) (iii) (A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

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

(3) Interest penalty not applicable. Contract financing payments

shall not be assessed an interest penalty for payment delays.

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

I.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
01	Fixed Price Billing Instructions
02	NRC Form 187 - Contract Security And/Or Classification Requirements
03	SF3881 - ACH Vendor/Miscellaneous Payment Enrollment Form
04	U.S. Department of Treasury's List of Approved Surety Firms.
05	NRC-generated processing requirements with the Directive and Handbook 3.50, Document Management
06	NRC generated processing requirements delineated in the Directive and Handbook 3.8, Unclassified Contractor & Grantee Publications in the NUREG Series
07	NRC generated processing requirements with the Directive and Handbook 3.23, Mail Management
08	NRC-generated processing requirements with the Directive and Handbook 12.1, NRC Facility Security Program
09	NRC-generate processing requirements with the Directive and Handbook 12.2, NRC Classified Information Security Program
10	NRC-generated processing requirements with the Directive and Handbook 12.3, NRC Personnel Security Program
11	NRC-generated processing requirements with the Directive and Handbook 12.4, NRC Telecommunications Systems Security Program.
12	NRC-generated processing requirements with the Directive and Handbook 12.6, NRC Sensitive Unclassified Information Security Program
13	NRC Form - Incoming Mail Received From USPS
14	NRC Form - Mail Center Operations Monthly Report
15	NRC Form - Annual Mail Survey
16	NRC Form 417 - Official Record of Bid/Proposal Receipt

- 17 NRC Form 595 - Incoming Express Accountable Mail Delivery
- 18 NRC Form - Nuclear Regulatory Commission Manifest
- 19 List of Government Furnished Property (Assets by Property Custodian)
- 20 SF328 - Certificate Pertaining To Foreign Interests
- 21 Format For Listing Officers and Directors (Attachment to Att. 20 above)
- 22 Wage Determination No. 94-2103; Revision No. 19 dated 06/28/99

(MARCH 1996)

Page 1 of 3

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

General: The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

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

NRC FORM 187
(8-95)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

AUTHORITY

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

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

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

2. TYPE OF SUBMISSION

☒ A. ORIGINAL

B. PROJECTED
START DATE

C. PROJECTED
COMPLETION DATE

B. REVISED (Supersedes all previous
Submissions)

11/99

11/01

C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

B. CONTRACT NUMBER

C. PROJECTED COMPLETION DATE

NRC-10-95-141

11/02/99

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Mail and Messenger Support Services

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

(If "Yes," answer 1-7, If "No," proceed to 5 C.)

☒ Yes
☐ No

N/A

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

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

3. GENERATION OF CLASSIFIED MATTER

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED
COMSEC INFORMATION

5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION
POSSESSED BY ANOTHER AGENCY

6. CLASSIFIED USE OF AN AUTOMATIC DATA PROCESSING SYSTEM

7. OTHER (Specify)

Access to NRC Information

☒

☒

☒

☒

B. IS FACILITY CLEARANCE REQUIRED?

☐

YES

☒

NO

C.

☐

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

D.

☒

ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION

E.

☐

ACCESS IS REQUIRED TO SENSITIVE ADP SYSTEMS AND DATA

F.

☐

UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING

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

ATTACHMENT 25

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

U.S. NUCLEAR REGULATORY COMMISSION

AGENCY IDENTIFIER

NRC

AGENCY LOCATION CODE (ALC):

31000001

ACH FORMAT:

☐ CCD+

☐ CTX

☐ CTP

ADDRESS

DIVISION OF ACCOUNTING AND FINANCE, MAIL STOP T-9 H4

WASHINGTON, DC 20555-0001

CONTACT PERSON NAME

FINANCIAL OPERATIONS SECTION

TELEPHONE NUMBER

(301) 415 - 7520

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME

ADDRESS

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCK BOX NUMBER:

ACH FORMAT:

☐ CHECKING

☐ SAVINGS

☐ LOCK BOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

TELEPHONE NUMBER:

()

[FMS Home Page](#) [Index](#) [Search](#) [Site Map](#)
[Surety Bond Homepage](#)

Attachment 04



Department of the Treasury's Listing of Approved Sureties (Department Circular 570)

[Certified Companies](#)
[Certified Reinsurer Companies](#)
[Footnotes](#)
[Sign Up for Free E-mail Notification Service](#)

WARNING
Please take note that Zenith Insurance, Ltd. is NOT a Treasury authorized surety company. DO NOT CONFUSE this company with ZENITH INSURANCE COMPANY, which IS an authorized surety company. If you have any questions regarding the authenticity of a Zenith bond, please call (818) 587-5721.

This document has been updated on July 16, 1999 to indicate a change in status for Folksamerica Reinsurance Company from Certified Reinsurer to Certified Surety.

Please note that a company may write a bond larger than their underwriting limitation if they have obtained reinsurance from another approved surety company (See 31 CFR 223.11).

4810-35

DEPARTMENT OF THE TREASURY

FISCAL SERVICE
(Dept. Circular 570; 1999 Revision)

COMPANIES HOLDING CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETIES ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANIES

Effective July 1, 1999

This Circular is published annually, solely for the information of Federal bond-approving officers and persons required to give bonds to the United States. Copies of the Circular and interim changes may be obtained directly from the Government Printing Office (202) 512-1800. (Interim changes are published in the FEDERAL REGISTER as they occur.) Other information pertinent to Federal sureties may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6A04, Hyattsville, MD 20782, Telephone (202) 874-6850 or Fax (202) 874-9978.

The most current list of Treasury authorized companies is always available through the Internet at <http://www.fms.treas.gov/c570/index.html>. In addition, applicable laws and regulations are also available at the same site.

Please note that the underwriting limitation published herein is on a per bond basis but this does not limit the amount of a bond that a company can write. Companies are allowed to write bonds with a penal sum over their underwriting limitation as long as they protect the excess amount with reinsurance, coinsurance or other methods as specified at 31 CFR 223.10-11. Please refer to footnote (b) at the end of this publication.

The following companies have complied with the law and the regulations of the U.S. Department of the Treasury. Those listed in the front of this Circular are acceptable as sureties and reinsurers on Federal bonds under Title 31 of the United States Code, Sections 9304 to 9308 (See Note (a)). Those listed in the back are acceptable only as reinsurers on Federal bonds under 31 CFR 223.3(b) (See Note (e)).

If we can be of any assistance, please feel free to contact the Surety Bond Branch at (202) 874-6850.

Judith R. Tillman
Acting Assistant Commissioner
Financial Operations
Financial Management Service

IMPORTANT INFORMATION IS CONTAINED IN THE NOTES AT THE END OF

1 Attachment 05

U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT-92-17

To: System Custodians
Subject: Transmittal of Management Directive 3.50, "Document Management"

Purpose: Directive and Handbook 3.50 replace Manual Chapter and Appendix 0232, "Placement of Documentation in the NRC Document Control System," and were revised to conform with the new management directives format.

The directive (1) clearly defines the policies for capturing, managing, disseminating, and processing documents associated with NRC licensing, regulatory, and adjudicatory activities; (2) provides guidance to NRC staff concerning centralized document processing and the distribution of hard copies to the Nuclear Document Management System (NUDOCS), the Public Document Room (PDR), and its Bibliographic Retrieval System (BRS); (3) responds to the Inspector General's recommendations to clarify whether NUDOCs contains official files; (4) requires office directors and regional administrators to establish a Document Liaison Officer (DLO) responsible for resolving matters relevant to implementing this directive; and (5) clearly defines organizational responsibilities.

The handbook was revised to provide guidance on the categories of documents submitted and the document submittal process for centralized documents processing and related activities. Part III has been added to provide information on the Regulatory Information Distribution System (RIDS) process and the DLO's role. Also added were Part IV, which provides information on services and reports available from the system.

Office and Division of Origin: Office of Information Resources Management
Division of Information Support Services

Contact: Karen M. VanDuser, 492-8018

Date Approved: December 9, 1992

Volume: 3 Information Management

Part: 2 Records Management

Availability: Distribution Unit, 49-27333

OFFICE OF ADMINISTRATION

Attachment 06
U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT-95-12

To: NRC Management Directives Custodians

Subject: Transmittal of Directive 3.8, "Unclassified Contractor and Grantee Publications in the NUREG Series"

Purpose: Directive and Handbook 3.8 are being revised in their entirety to update information, to include editorial changes, and to add information about references. Specifically, the directive and handbook are being revised to specify that NRC must obtain prior approval from the Institute of Nuclear Power Operations (INPO) before referencing INPO documents and to explain how to reference proprietary reports.

Office and Division of Origin: Administration, Freedom of Information and Publications Services

Contact: Juanita Beeson, 415-7166

Date Approved: June 17, 1991 (Revised: July 9, 1995)

Volume: 3 Information Management

Part: 1 Publications, Mail, and Information Disclosure

Directive: 3.8 Unclassified Contractor and Grantee Publications in the NUREG Series

Availability: U.S. Government Printing Office, (202) 512-2409

Attachment 07

U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT-98-25

To: NRC Management Directives Custodians

Subject: Transmittal of Directive 3.23, "Mail Management"

Purpose: Directive and Handbook 3.23 are being revised to eliminate supervisory approval of premium mail requests, to reflect changes in responsibilities and authorities as a result of the agency reorganization, and to incorporate x-ray scanning of all incoming mail and packages.

Office and Division of Origin: Office of Administration
Division of Administrative Services

Contact: Theodore R. Stansbury, 415-2095

Date Approved: April 11, 1991 (Revised: October 2, 1998)

Volume: 3 Information Management

Part: 1 Publications, Mail, and Information Disclosure

Directive: 3.23 Mail Management

Availability: Rules and Directives Branch
Office of Administration
(301)415-7164 or (301)415-7086

OFFICE OF ADMINISTRATION

Attachment 08

U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT-93-14

To: System Custodians

Subject: Transmittal of Management Directive 12.1, "NRC Facility Security Program"

Purpose: Directive and Handbook 12.1 replace Manual Chapter 2101 Parts II, V, VII, VIII, X, and XIII and were revised to conform to the format as provided for in NRC Management Directive 1.1, "NRC Management Directives System." No changes were made except to add certain refinements in security awareness briefings. Also, minor editorial clarifications were made by SEC and the technical writers in the Rules Review and Directives Branch.

Office and Division of Origin: Office of Administration
Division of Security

Contact: Lois Telford, 492-4305

Date Approved: April 28, 1993

Volume: 12 Security

Directive: 12.1 NRC Facility Security Program

Availability: Distribution Unit, 49-27333

OFFICE OF ADMINISTRATION

U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT-99-11

To: NRC Management Directives Custodians

Subject: Transmittal of Directive 12.2, "NRC Classified Information Security Program"

Purpose: Directive and Handbook 12.2 have been revised to reflect changes as a result of Executive Order 12958, "Classified National Security Information." Minor changes concerning responsibilities and authorities were made, and new procedures were established for managing an NRC classified information security program. Revision bars have not been used to indicate changes because the handbook was entirely reorganized.

Office and Division of Origin: Office of Administration

Contact: Wayne Burnside, (301) 415-2211

Date Approved: May 13, 1993 (Revised: April 27, 1999)

Directive: 12.2, "NRC Classified Information Security Program"

Availability: Rules and Directives Branch
Office of Administration
David L. Meyer (301) 415-7162 or
Jeannette P. Kiminas (301) 415-7086

Attachment 10

U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT-98-05

To: NRC Management Directives Custodians

Subject: Transmittal of Directive 12.3, "NRC Personnel Security Program"

Purpose: Directive and Handbook 12.3 have been revised in their entirety to reflect current management directive style and recent NRC reorganizations. Other changes include reducing the number of exhibits by removing NRC and Standard Forms, updating the titles of various forms, and updating legal citations.

Office and Division of Origin: Office of Administration
Division of Facilities and Security

Contact: James J. Dunleavy, 415-7404

Date Approved: November 6, 1992 (Revised: February 2, 1998)

Volume: 12 Security

Directive: 12.3 NRC Personnel Security Program

Availability: U.S. Government Printing Office, (202) 512-2409 or
e-mail internet:amcbride@gpo.gov

Attachment II

U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT-98-03

To: NRC Management Directives Custodians

Subject: Transmittal of Directive 12.4, "NRC Telecommunications System Security Program"

Purpose: Directive and Handbook 12.4 are being revised to incorporate exhibits into the handbook, add "Transmission and Emission Security" and "Secure Telecommunications Systems at NRC" major subsections to Part II, and to reflect changes resulting from the recent NRC reorganizations.

Office and Division of Origin: Office of Administration
Division of Facilities and Security

Contact: Nancy Fontaine, 415-1253

Date Approved: August 20, 1992 (Revised: January 21, 1998)

Volume: 12 Security

Directive: 12.4 NRC Telecommunications Systems Security Program

Availability: U.S. Government Printing Office, (202)512-2409 or
e-mail internet:amcbride@gpo.gov



1 Attachment 12

U.S. NUCLEAR REGULATORY COMMISSION

DIRECTIVE TRANSMITTAL

TN: DT-98-14

To: NRC Management Directives Custodians

Subject: Transmittal of Directive 12.6, "NRC Sensitive Unclassified Information Security Program"

Purpose: Directive and Handbook 12.6 are being revised in their entirety for clarity and consistency and to make recent reorganizational changes within the NRC. No substantive changes were made.

Office and Division of Origin: Office of Administration
Division of Facilities and Security

Contact: Tricia A Smith, 415-2254

Date Approved: May 7, 1993 (Revised: June 2, 1998)

Volume: 12 Security

Directive: 12.6 NRC Sensitive Unclassified Information Security Program

Availability: Rules and Directives Branch
Office of Administration
(301)415-7164 or (301)415-7086

MONTH _____

INCOMING MAIL RECEIVED FROM USPS

INCOMING AM					INCOMING PM			GRAND TOTAL	
Date	Day of Week	Number Regular Bags	Estimated Pieces In Bags	Total Pieces	Number Regular Bags	Estimated Pieces In Bags	Total Pieces	Number Regular Bags	Total Pieces
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
Total					Total			Total	

TITLE: _____

NAME: _____

SIGNATURE: _____

DATE: _____

Attachment 13

FROM: PROJECT MANAGER, (NRC MAIL CONTRACT)

TO: NRC PROJECT OFFICER
MAIL SERVICES SECTION

Attachment 1

SUBJECT: MAIL CENTER OPERATIONS MONTHLY REPORT

Incoming mail activity as follows:

USPS incoming mail AM

USPS incoming mail PM

Grand Total

Incoming Express mail

USPS Express

Federal Express

UPS

Airborne Express

DHL

RPS

Private Courier

Grand Total

DATE: _____

ANNUAL MAIL SURVEY

NRC OFFICE: _____

MAIL STOP: _____

SCHEDULE PICK-UP TIMES

NUMBER OF PIECES

INTERNAL

EXTERNAL

1st PICK-UP 8:30 A.M.

2nd PICK-UP 2:30 P.M.

SPECIAL PICK-UPS

TOTAL PIECES

MAIL CLERKS INITIALS: _____

ON-SITE SUPERVISOR INITIALS: _____

Attachment 16

NRC FORM 417 (4-1988)		U.S. NUCLEAR REGULATORY COMMISSION		DATE AND TIME PACKAGE RECEIVED (Stamp)	
OFFICIAL RECORD OF BID/PROPOSAL RECEIPT					
BID NUMBER (if applicable)			PROPOSAL NUMBER (if applicable)		
NUMBER OF PACKAGES			CONDITION OF PACKAGES → <input type="checkbox"/> SEALED <input type="checkbox"/> OPENED		
SUBMITTED BY			RECEIVED BY		
			PROVIDED TO		DATE
COMMENTS					

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

LEGAL COMPANY NAME AND PHYSICAL ADDRESS OF FACILITY LOCATION:

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

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

LIST CERTIFIED CORRECT BY:

Type or Print Name and Signature of Authorized Official

Title

Date Certified

NOTE: SEE REVERSE SIDE FOR INSTRUCTIONS REGARDING COMPLETING THIS FORM.

Assets by Property Custodian

Attachment 19

Property Custodian: TRS

Stansbury Reggle

004619	TRUCK,HAND TWO	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
005852	TRUCK,HAND TWO	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
006111	TRUCK,HAND TWO	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
010755	TRUCK,HAND TWO	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
015372	TRUCK,HAND TWO	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
022458	REFRIGERATOR,ME	WO	P137	P	ADMDASMM	TRS	U	O	\$51.30
025918	TYPEWRITER	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
031658	TRUCK,HAND TWO	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
031660	TRUCK,HAND TWO	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
034578	PRINTER,AUTOMAT	WO	16C1	P	ADMDASMM	JWH4	U	O	\$0.00
037067	PRINTER,MAIL	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
037068	SCALE,MAIL & PA	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
037069	PRINTER,MAIL	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
037199	CLEANER,VACUUM	WO	P137	P	ADMDASMM	TRS	U	O	\$0.00
047581	TELEPHONE,PORTA	WO	P137	P	ADMDASMM	SIH-TRS	U	O	\$0.00
047594	TELEPHONE,PORTA	WO	P137	P	ADMDASMM	SIH-TRS	U	O	\$6.17
048864	PRINTER,AUTOMAT	WO	P137	P	ADMDASMM	TRS	U	O	\$30.83
051093	DISPLAY,CRT	WO	P137	P	ADMDASMM	TRS	U	O	\$363.67
052497	OVEN,MICROWAVE	WO	P137	P	ADMDASMM	TRS	U	O	\$51.00
052873	SCALE,MAIL & PA	WO	P137	P	ADMDASMM	TRS	U	O	\$50.79
055954	DISPLAY,CRT	WO	P137	P	ADMDASMM	TRS	U	O	\$243.54
056250	SYSTEM UNIT	WO	P137	P	ADMDASMM	TRS	U	O	\$104.22
056365	TRUCK,FLAT BED	WO	P137	P	ADMDASMM	TRS	U	O	\$380.38
056366	TRUCK,FLAT BED	WO	P137	P	ADMDASMM	TRS	U	O	\$51.86
056367	TRUCK,FLAT BED	WO	P137	P	ADMDASMM	TRS	U	O	\$51.86
056369	TRUCK,FLAT BED	WO	P137	P	ADMDASMM	TRS	U	O	\$51.86
056370	TRUCK,FLAT BED	WO	P137	P	ADMDASMM	TRS	U	O	\$51.86
056371	TRUCK,FLAT BED	WO	P137	P	ADMDASMM	TRS	U	O	\$51.86
056959	CART,GENERAL HA	WO	16C1	P	ADMDASMM	TRS	U	O	\$51.86
056962	CART,GENERAL HA	WT	2C4	P	ADMDASMM	TRS	U	O	\$191.08
056963	CART,GENERAL HA	WT	2C4	P	ADMDASMM	TRS	U	O	\$163.35
056964	CART,GENERAL HA	WT	2C4	P	ADMDASMM	TRS	U	O	\$163.35

Note: This report was produced by user TRS, who has access to view only those assets in his/her property book.

Assets by Property Custodian

Property Custodian: TRS

Stansbury Reggie

056965	CART,GENERAL HA	WO	P137	P	ADMDASMM	TRS	U	O	\$121.00
056966	CART,GENERAL HA	WO	P137	P	ADMDASMM	TRS	U	O	\$121.00
056967	CART,GENERAL HA	WO	P137	P	ADMDASMM	TRS	U	O	\$121.00
058515	DISPLAY,CRT	WO	16C1	P	ADMDASMM	JWH4	U	O	\$191.67
060421	MODEM,DIGITAL D	WO	P137	P	ADMDASMM	TRS	U	O	\$115.27
060907	DETECTOR,X-RAY	WO	P137	P	ADMDASMM	TRS	U	O	\$45,131.94
060908	DETECTOR,X-RAY	WO	P137	P	ADMDASMM	TRS	U	O	\$23,907.10
062759	PROCESSOR,MAIL,	WO	P137	P	ADMDASMM	TRS	U	O	\$12,944.11
066094	SYSTEM UNIT	WO	P137	P	ADMDASMM	TRS	U	O	\$1,079.25
066694	SYSTEM UNIT	WO	P137	P	ADMDASMM	TRS	U	O	\$1,149.23
066755	SYSTEM UNIT	WO	16C1	P	ADMDASMM	TRS	U	O	\$1,149.23
066781	SYSTEM UNIT	WO	P137	P	ADMDASMM	TRS	U	O	\$1,149.23
067191	SYSTEM UNIT	WO	P137	P	ADMDASMM	TRS	U	O	\$1,135.05
067392	SYSTEM UNIT	WO	P137	P	ADMDASMM	TRS	U	O	\$1,139.88
069211	SCANNER,DOCUMEN	WO	P137	P	ADMDASMM	TRS	U	O	\$696.15
069212	SCANNER,DOCUMEN	WO	P137	P	ADMDASMM	TRS	U	O	\$696.15

Total For Property Custodian: TRS

Stansbury Reggie

\$93,121.45

Report Total:

\$93,121.45

CERTIFICATE PERTAINING TO FOREIGN INTERESTS

(Type or print all answers)

Form Approved
OMB No. 0704-0194
Expires Dec 31, 2000

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

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

PROVISIONS

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

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

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

QUESTIONS AND ANSWERS

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

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

Division of Wage Determinations

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

Wage Determination No.: 94-2103
Revision No.: 19
Date of Last Revision: 06/28/1999

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

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

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing ****

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

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