

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1
2. CONTRACT NO. (Proc. Inst. Ident.) NRC-10-01-138		3. EFFECTIVE DATE 06-18-2001	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-01-138	
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Mgt. Branch no. 1 Washington DC 20555		CODE	6. ADMINISTERED BY (If other than Item 5) CODE	

7. NAME AND ADDRESS OF CONTRACTOR (No street address, city, State and ZIP Code) 8(a) Subcontractor  Cherokee Information Services, Inc. Crystal Gateway 3, Suite 304 1215 Jefferson Davis Highway Arlington VA 22202		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT  net 30	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM 5

11. SHIP TO/MARK FOR see section G.1	CODE	FACILITY CODE	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	CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) 5	14. ACCOUNTING AND APPROPRIATION DATA 31X0200 14015511110 D2372 252A \$64,828.45
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Section B				

15G. TOTAL AMOUNT OF CONTRACT

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	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
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	H	SPECIAL CONTRACT REQUIREMENTS					

**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 <u>two</u> 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 _____, 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) <i>Michael I. Hodges, President &amp; CEO</i>		20A. NAME OF CONTRACTING OFFICER Stephen M. Pool	
19B. NAME OF CONTRACTOR <i>Michael I. Hodges</i> (Signature of person authorized to sign)	19C. DATE SIGNED 6/15/01	20B. UNITED STATES OF AMERICA BY <i>Stephen M. Pool</i> (Signature of Contracting Officer)	20C. DATE SIGNED 6/15/01

TEMPLATE-ADM 001

ADM 02

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

## B.1 PRICE SCHEDULE

CLIN	Service Description	Qty	Unit	U/P	Total
	Base Period - 6/18/01 to 11/17/01				
001	Basic service	5	MO	\$12,965.69	\$64,828.45
CLIN	Service Description	Qty	Unit	U/P	Total
	Option Period 1 - 11/18/01 to 11/17/02				
002	Basic service	12	MO	\$13,484.32	\$161,811.84
CLIN	Service Description	Qty	Unit	U/P	Total
	Option Period 2 - 11/18/02 to 11/17/03				
003	Basic service	12	MO	\$14,023.69	\$168,284.31
CLIN	Service Description	Qty	Unit	U/P	Total
	Option Period 3 - 11/18/03 to 11/17/04				
004	Basic service	12	MO	\$14,584.64	\$175,015.68
CLIN	Service Description	Qty	Unit	U/P	Total
	Option Period 4 - 11/18/04 to 11/17/05				
005	Basic service	12	MO	\$15,168.03	\$182,016.31

## B.2 PROJECT TITLE

The title of this project is as follows:

Personnel Security Support

## B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)

The purpose of this contract is to provide support to PERSEC in the implementation of certain tasks within the Personnel Security Program. The contractor shall provide the personnel and supervision required to provide the administrative and clerical support necessary to assist PERSEC staff with their daily security clearance processing responsibilities, as well as assist the Drug Program Manager with her daily responsibilities. All personnel performing on this contract will be required to have security clearances ("Q" access authorizations) and submit to pre-employment or pre-appointment testing for illegal drug use and receive negative drug test results. Additionally, each task listed under this Statement of Work specifically includes data entry, knowledge of relational databases, ability to map the PERSEC security clearance processing functions, in conjunction with the development/revision of written Standard Operating Procedures, retrieval and maintenance of personnel security files, and the proficient organization, workflow, and maintenance of personnel security files and other security related records.

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

The firm fixed price of this contract is \$64,828.45.

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

The Division of Facilities and Security (DFS) plans, develops, establishes, and administers policies, standards, and procedures for the overall NRC security program. Included are responsibilities for: (1) assuring the safeguarding of classified and sensitive unclassified information at NRC Headquarters facilities, Regional Offices, and at NRC contractor, licensee, and other facilities; (2) providing advice, guidance and other assistance on all aspects of the NRC security program; (3) the physical protection of NRC Headquarters, Regional Offices, and other facilities; (4) the management of the Personnel Security Program; (5) the management of the Secure Communications Center; and (6) the administration of NRC's drug testing program and custody of testing records.

In DFS, PERSEC is responsible for: administering the overall Personnel Security Program which includes making determinations on the initial and continuing eligibility of NRC applicants, consultants, and employees for access authorizations/employment clearance and of contractors, licensees, and other persons for access to Restricted Data and National Security Information; processing requests for unescorted access to nuclear power plants, access to unclassified Safeguards Information, access to NRC sensitive information technology systems and data, or access to NRC Headquarters buildings, administering the Classified Visitor Control Program; maintaining liaison with Office of Personnel Management (OPM), Federal Bureau of Investigation (FBI), Central Intelligence Agency (CIA), and other investigative or intelligence agencies on personnel security matters; administering the Material Access Authorization Program as it relates to special nuclear material access authorization; processing of FBI criminal history checks; administering the NRC Reinvestigation Program; and serving as the DFS focal point for the Privacy Act Program. PERSEC is responsible for responding to Freedom of Information/Privacy Act (FOIA/PA) requests from individuals who wish to obtain information from NRC Systems of Records, NRC 39.

PERSEC is responsible for administering and operating NRC's Drug Testing Program. As a result, the NRC requires administrative and clerical support in operating and maintaining its Drug Testing Program.

NRC has developed a comprehensive Drug-Free Workplace Plan that includes extensive awareness and education opportunities for all employees, drug testing, counseling, and provisions for rehabilitation for employees who use illegal drugs. The Contractor shall follow guidance as set forth in NRC's Drug Testing Program Standard Operating Procedures (SOP) and Employee Drug Testing Tracking System (EDTTS) User Guide.

PERSEC is also responsible for implementation of the NRC Reinvestigation Program which is designed to assure the continued eligibility of individuals employed in the NRC program. This includes NRC employees, consultants, experts and panel members, employees (including consultants) of NRC contractors, licensees, and others

possessing "Q", "L", "U", and "R" access authorizations. PERSEC processes reinvestigations of personnel security clearances annually. Approximately 10,000 active Personnel Security Files (PSF) are maintained on persons cleared by the NRC. These files contain detailed records of investigations, along with other information on personnel clearances.

## C.2 CONTRACT OBJECTIVE

The purpose of this contract is to provide support to PERSEC in the implementation of certain tasks within the Personnel Security Program. The contractor shall provide the personnel and supervision required to provide the administrative and clerical support necessary to assist PERSEC staff with their daily security clearance processing responsibilities, as well as assist the Drug Program Manager with her daily responsibilities. All personnel performing on this contract will be required to have security clearances ("Q" access authorizations) and submit to pre-employment or pre-appointment testing for illegal drug use and receive negative drug test results. Additionally, each task listed under this Statement of Work specifically includes data entry, knowledge of relational databases, ability to map the PERSEC security clearance processing functions, in conjunction with the development/revision of written Standard Operating Procedures, retrieval and maintenance of personnel security files, and the proficient organization, workflow, and maintenance of personnel security files and other security related records.

## C.3 SCOPE OF WORK

The contractor shall perform the following tasks (but not limited to) in accordance with PERSEC Desk Procedures and Management Directive 12.3, "NRC Personnel Security Program:"

1. Perform the 145b Program (Pre-screen and conduct on-line credit, National Crime Information Center (NCIC), Personnel Investigations Processing System (PIPS), Defense Clearance and Investigations Index (DCII), and additional checks, as required);
2. Perform the functions related to the Personnel Clearance Processing Program;
3. Perform the "Q", "L", "U", and "R" Reinvestigation/Renewal Program;
4. Process requests for unescorted access to nuclear power facilities and access to NRC sensitive information technology systems and data by NRC contractors;
5. Process requests for unescorted access to NRC buildings and the NRC day care facility;
6. Process contractor employees under the temporary services contract;
7. Perform the Classified Visit Program;
8. Process Freedom of Information/Privacy Act requests;

9. Conduct Personnel Investigations Processing System (PIPS) checks;
  10. Terminate Personnel Security Files, ensure destruction in accordance with GSA Records Disposition Schedule;
  11. Maintain the SF-312, "Classified Information Nondisclosure Agreement," forms;
  12. Conduct review of reports from the PERSEC Reports Module;
  13. Develop/revise written Standard Operating Procedures; and
- Specifically, the Contractor shall perform the following:

#### **C.3.1 PERFORM 145b PROGRAM**

Perform the 145b Program (Pre-screen and conduct on-line credit, NCIC, PIPS, DCII checks and additional checks, as required). The 145b Program allows the waiver of the pre- appointment investigation required by the Atomic Energy Act of 1954 (AEC), as amended, enabling NRC employees and consultants to begin work prior to the completion of background investigations. The contractor shall provide administrative and clerical support in the processing of 145b requests.

The contractor shall receive, date stamp (all documents), and pre-screen all incoming 145b packages. As part of the pre-screening, the contractor shall ensure that all necessary forms and information are contained in the packets, and, in this regard, the contractor shall coordinate with the requesting organization to identify and obtain the required information. This receipt includes date stamping of packages, establishing a Personnel Security File (PSF), affixing a file label on the PSF, and data entry into the Pre-Processing 145b Module or current data base. The contractor shall complete a File Summary Sheet and conduct an on-line computer credit check, an NCIC, PIPS, and DCII checks on each package received. When a review of the package indicates that a Department of Energy or Defense (DOD) investigation record exists, the contractor shall conduct a check of the Central Personnel Clearance (CPCI) and DOD indices checks. After completion, the contractor shall forward the package to the designated PERSEC Specialist. Ultimately, the contractor is responsible for submission of clearance papers contained in the package to OPM/FBI for investigation, as reflected in Task 2.

NOTE: The work is continuous and ongoing, with estimated quantity of service to be approximately 160 to 200 145b requests per year.

#### **C.3.2 PERFORM THE PERSONNEL CLEARANCE PROCESSING PROGRAM**

The contractor shall provide administrative, clerical, and data entry/retrieval support in the processing of personnel security clearances. This principally includes but is not limited to: receipt of personnel security packet; pre-screening; determining the existence of acceptable investigations, through the use of the CPCI or other indices, e.g., PIPS, DCII, and DOD; completion of top section of SF-86, Part 1 (Questionnaire for National Security Positions); submission to OPM/FBI; completion of NRC Form 420 (Request for Premium Cost Mail Service - EDO) and submission to Director/DFS or Chief/PERSEC for

signature; typing of mailing labels and mailing; data entry into PERSEC Processing Module; and updating CPCI. Additionally, all pre-screening actions, as appropriate, are entered in the PERSEC Processing Module. Other actions include: upon receipt of an investigation, Scheduled Notice (ISN) from OPM, appropriate entry into CPCI and filing in the PSF; and, upon receipt of an investigation from OPM, date stamping the Case Closing Transmittal, retrieval of PSF from PERSEC File Room, appropriate placement of it along with the Certification of Investigation and OFI Form 79A in the PSF, annotation of appropriate dates on the File Summary Sheet, and dissemination of the PSF to the designated PERSEC Specialist for review of investigation. After review by the PERSEC Specialist, the contractor distributes the NRC Form 236, "Personnel Security Clearance Request and Notification," pursuant to instructions on the form, for employees/applicants or prepares and forwards correspondence notifying contractor or licensee organizations of grant of access authorization, places a copy of the OFI Form 79A on the right side of the PSF and forwards the original OFI Form 79A to OPM. The CPCI and Processing Module are updated, as appropriate.

The contractor shall be responsible for ensuring that security clearance and related requests for access authorization meet NRC/OPM/FBI acceptance requirements. In that regard, the contractor duties will include frequent telephone contacts with the requesting individual or organization to obtain necessary information omitted from the security forms and similar data. The duties will also include responding to security clearance status requests and similar inquiries, subject to PERSEC requirements.

Duties under this task also include the following:

- (1) Transferring PSF(s) to and from other approved government agencies, when requested, in accordance with NRC Procedures; and
- (2) Providing to other approved government agencies security clearance verification records/correspondence.

Activity and related reports, e.g., pending case report, etc., are to be prepared by the contractor and provided to NRC Security Officials, as requested. These reports shall show the number and types of specific actions completed during a specified period. Additionally, ad hoc reports covering special assignments are to be provided at the end of such assignments.

### **C.3.3 PERFORM THE "Q", "L", "U", AND "R" REINVESTIGATION/RENEWAL PROGRAM**

The contractor will provide administrative, clerical, and data entry/retrieval support services related to processing of reinvestigations, and maintenance of the PSF during the processing and after the reinvestigation is completed. This includes identification and location, through DFS/NRC databases of individuals eligible for reinvestigation and the preparation and mailing of Personnel Security Forms Packets, as appropriate. Maintenance of these files will include filing of information, and record-keeping of the status of clearances and files. The processing of information will include pre-screening of SF-86, submission to OPM/FBI and data entry into the DOE CPCI and PERSEC Reinvestigation Module. This module is a database which tracks reinvestigations throughout the reinvestigation process. The

contractor is to provide reinvestigation reconciliations and furnish reports to NRC Security Officials, as requested.

Duties also include notifying NRC, contractor and licensee organizations, as appropriate, of the continuance of access authorization.

Activity and related reports are to be prepared by the contractor and furnished to NRC Security Officials, as requested. These reports shall list the number and types of specific actions completed during specified period. In addition, ad hoc reports covering special assignments are to be provided at the end of such assignments.

NOTE: This work is continuous and ongoing, with the estimated quantity of service to be approximately 400 reinvestigations per year.

**C.3.4 PROCESS REQUESTS FOR UNESCORTED ACCESS TO NUCLEAR POWER FACILITIES AND ACCESS TO NRC SENSITIVE INFORMATION TECHNOLOGY SYSTEMS AND DATA**

The contractor shall provide administrative support in the processing of requests for unescorted access to nuclear power facilities and access to NRC sensitive information technology systems and data by NRC contractors. The contractor shall receive and pre-screen all incoming requests for unescorted access to nuclear power facilities and access to NRC sensitive information technology systems and data. This includes date stamping of the incoming requests, establishing a PSF, affixing a label on the PSF, and data entry into the PERSEC Pre-Processing Module. The contractor shall complete a File Summary Sheet, and conduct a credit check and NCIC, PIPS, and DCII checks. After completion, the contractor shall forward the request package to the designated PERSEC Specialist. Prepare interim and final approval memorandums for signature of Branch Chief or Designated Official. Ultimately, the contractor is responsible for submission of request papers contained in the package to OPM, as reflected in Task 2 and related data entry/retrieval duties.

NOTE: This work is continuous, with the estimated quantity of service to be approximately 400 requests per year.

**C.3.5 PROCESS REQUEST FOR UNESCORTED ACCESS TO NRC BUILDINGS AND THE NRC DAY CARE FACILITY**

The contractor shall receive and pre-screen all incoming security packages for unescorted access to NRC buildings and access to the NRC day care facility. This includes date stamping of the incoming requests, establishing a PSF, affixing a label on the PSF, data entry into the PERSEC Pre-Processing Module, and forwarding the package to the designated PERSEC Specialist after pre-screening. Prepare interim and final approval memorandums for signature of Branch Chief or Designated Official. Ultimately, the contractor is responsible for submission of the packages to GSA via standardized letter and for notifying the NRC sponsoring office of the determination both verbally (if contacted) and via the standardized memorandum.

NOTE: This work is continuous and ongoing, with estimated quantity of service to be approximately 250 to 300 requests per year.

**C.3.6 PERFORM THE CLASSIFIED VISIT PROGRAM**

The contractor shall provide administrative and clerical support in the processing of classified visits. The contractor shall receive all NRC Form 277, "Request for Visit or Access Approval," or comparable form or information. This processing includes a check of PERSEC Modules to verify clearance level and date of grant, annotation of such on the form, review of form for completeness, signing for verification of clearance, forwarding by mail, telephone, or faxing of the form to the facility to be visited. The contractor shall maintain the Visitor Control Book.

Additionally, the contractor must process clearance certifications for visitors to NRC facilities by providing the appropriate NRC Receptionist and NRC receiving organization with the clearance information.

NOTE: This work is continuous and ongoing, with the estimated quantity of service to be approximately 600 visit requests per year.

**C.3.7 PROCESS FREEDOM OF INFORMATION/PRIVACY ACT REQUESTS**

The contractor shall receive all FOIA/PA requests for information. This process includes retrieval of requestor's PSF from the PERSEC File Room, copying of all documents in the requestor's PSF (except duplicates of documents and the actual investigative report) and in the requestor's file in PERSEC databases. (Reviewing the documents for releasability and determining whether they should be included as enclosures, preparation of a response memo, and forward of package to the NRC FOIA office is limited to NRC Officials).

NOTE: This work is occasional, with the estimated quantity of service to be 30 FOIA/PA requests per year.

**C.3.8 CONDUCT PERSONNEL INVESTIGATIONS PROCESSING SYSTEM (PIPS) CHECKS**

PERSEC is connected by computer to the Office of Personnel Management PIPS. This system allows instant access to OPM records; Case Verification Systems (CVS); and Security Investigations Index (SII).

The CVS function provides the current status of any NRC pending case by item type, i.e., Education, Employment, Fingerprint Check, and whether or not the items are acceptable or contain issues and the seriousness of the issues. The SII function provides the investigative history of the individuals by Case Type, Investigating Agency, Date and Status.

Access to PIPS is controlled by user ID(s) and is password protected. Each transaction is recorded with the User's ID. The contractor will use the PIPS, as necessary, to check the status of cases and requests for access authorization.

**C.3.9 TERMINATE PERSONNEL SECURITY FILES AND ENSURE DESTRUCTION**

The contractor shall terminate PSF and destroy personnel security files in accordance with the GSA Records Disposition Schedule (Attachment No. 6). This termination and destruction is based on the receipt of

Security Termination Statements and/or other acceptable forms of notification (e.g., letters, memos, e-mails, etc., in the case of unescorted access or information technology access), updating the File Summary Sheet and updating the PERSEC Processing Module (in the case of access authorizations only), and filing the PSF in the Terminated Section of the PERSEC File Room. In arranging for the actual destruction of PSFs, the contractor shall identify those files in the Terminated Section due for destruction under the Records Disposition Schedule (i.e., more than five years have elapsed since termination of clearance, approval for unescorted access or information technology access), ensure that the SF 312, "Classified Information Nondisclosure Agreement," form is not in the PSF, and prepare them for destruction in accordance with PERSEC procedures.

NOTE: Termination of PSF(s) is continuous and ongoing, with the expected level of effort to be approximately 500 PSF(s) per year.

**C.3.10 MAINTAIN SF-312, "CLASSIFIED INFORMATION  
NONDISCLOSURE AGREEMENT," RECORDS**

The contractor maintains the original SF-312, "Classified Information Nondisclosure Agreement," forms in alphabetical order. The SF-312 are signed by individuals who are granted an NRC access authorization. The contractor shall retrieve the SF-312, when the individual terminates, and forward it to the designated PERSEC Specialist for debriefing.

NOTE: The maintenance of SF-312 forms are continuous and ongoing, with the estimated quantity of service to be approximately 400 SF-312 forms per year.

**C.3.11 CONDUCT REVIEW OF REPORTS FROM  
PERSEC REPORT MODULES**

Once every two weeks the contractor on-site supervisor shall conduct a review of the following reports from the PERSEC Reports Module to: (1) ensure the accuracy and completion of data entry into the appropriate data fields; (2) verify the correct status of each case, i.e., active, pending, or terminated; and (3) determine whether a case is pending some additional action when an excess period of time has elapsed. Excessive means pending over 14 days, except as otherwise noted below.

**REPORTS MODULE**

**A. Pre-Processing Module**

145b - Pending  
Access Reports - Pending - Contractor and Employees  
Building Access - Pending Interim Approval  
Pending Final Approval (Pending of 75 days)  
AIS Pending

**B. Processing Module**

OPM Pending Investigations - (Pending over 75 days)  
Investigations Received Complete / Pending  
Pending Additional Information from Requestor

**C. Reinvestigation Module**

OPM Pending Reinvestigations - (Pending over 160 days)  
Pending Additional Information From Requestor  
Cases back from OPM

The review shall entail evaluating the specific individual record from the respective module and updating it as noted above. A written report of the findings/corrections made, (in a format to be provided to the contractor at the time of award), shall be submitted on Friday of each reporting period to the Chief, PERSEC.

### **C.3.12 DEVELOPMENT OF STANDARD OPERATING PROCEDURES**

The contractor shall map out the processing of personnel security packages, develop written Standard Operating Procedures (SOP) for PERSEC security clearance processing functions and revise, as required.

The contractor shall explore avenues to streamline the current process, while maintaining the workflow in an effective and efficient manner. The contractor shall not implement any new procedures, without prior approval from the Chief/PERSEC.

### **C.3.13 SPECIAL STUDIES**

The contractor shall conduct analysis, review material, and conduct interviews or otherwise gather data and/or information to complete special studies and do analysis. Format and schedule for the deliverable shall be defined as the tasking is provided.

### **C.4 PERFORMANCE MANAGEMENT**

All actions to be processed are date stamped upon receipt in PERSEC or logged in depending on the type of action. The goal is for the contractor to complete all required actions under Tasks 1, 4, 5, 6, 7 and 8 within 3 work days after receipt of assignment. For the remaining tasks, the goal is for the contractor to complete all required actions, unless otherwise stated, within 7 working days after receipt. In conjunction with developing Standard Operating Procedures, the contractor shall submit a performance management plan. This Plan shall define activities and recommend metrics which will allow PERSEC and the contractor to best evaluate performance and to identify opportunities for service delivery improvement.

### **C.5 MINIMUM SKILL REQUIREMENTS AND SCOPE OF ASSIGNMENT**

The Contractor shall provide qualified employees that meet the minimum skill requirements identified in the following position description. All contractor employees provided under this contract shall possess a high school diploma or General Equivalency Diploma. All contractor employees under this contract must receive an NRC access authorization (security clearance) and submit to pre-employment or pre-appointment testing for illegal drug use and receive negative drug test results. See Clause SECURITY, Section H.6 herein.

#### **A. Personnel Security Assistant**

Must have knowledge of or ability to learn and apply NRC personnel security clearance, drug testing, visitor control, and FOIA/PA processing policies, procedures, and techniques; demonstrated

ability and skill to enter, update, and retrieve information and reports from automated relational databases, and prepare related correspondence; and demonstrated ability to communicate effectively, efficiently, and tactfully, both orally and in writing, with a wide variety of individuals on PERSEC activities.

**B. Supervisor**

Will direct contractor staff, serves as contact to NRC, and manage the contract.

In addition, contractor personnel shall dress appropriately for a professional office environment when performing work under this contract.

**C.6 MAINTENANCE OF PERSONNEL POOL**

The Contractor shall maintain at least one employee who has been granted an NRC security clearance to serve as backup when on-site employees are absent. The Contractor shall promptly advise the Project Officer when the backup employee has terminated his or her employment relationship with the Contractor. See Clause H.5, herein. The Contractor's responsibility to maintain at least one employee who has been granted clearance in accordance with this clause is essential for the efficient operation of this contract. Therefore, any failure on the part of the Contractor to satisfy this requirement shall be grounds for default termination.

**C.7 DAILY COVERAGE**

The Contractor shall have at least two qualified employees on duty during all Federal work days. The contractor employees shall be available for duty between the hours of 7:15 a.m. and 4:30 p.m., Monday through Friday. The contractor shall be responsible for providing a replacement when employees are off or out sick.

**C.8 REMOVAL FROM DUTY**

The NRC reserves the right to request at any time, without notice, that the Contractor remove any employee(s) from the contract, should it be determined that the individual(s) are unacceptable for either suitability or security reasons, or who are found to be unfit for performing the work. The Contractor must comply with these requests. For example, such determination of unfitness may be made from, but not limited to, incidents involving the types of misconduct or delinquency as set forth below:

a. Violations of the Rules and Regulations of Government Public Buildings and Grounds, 41 CFR 101-20-3.

b. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, and conducting personal affairs during official time.

c. 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.

- d. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the normal and efficient operation of the Government.
- e. Theft, vandalism, immoral conduct, or any criminal actions.
- f. Selling, consuming, or being under the influence of any intoxicants, drugs, or substances which produce similar affects.
- g. Destruction of Government property or equipment.
- h. Revealing classified, privacy act, or otherwise sensitive information to unauthorized personnel

The Contracting Officer or his designated representative will make all determinations regarding the removal of any employee(s) from the contract. The Contractor shall provide a substitute within three working days after dismissal. If the Contractor is unable to provide a substitute within this time frame, then the NRC retains its rights in accordance with FAR 52.249-2, Termination for Default Clause of this contract and will obtain the required services from another source.

#### **C.9 CONTRACTOR RESPONSIBILITY**

The Contractor shall be the employer of 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 employee) and any other items directly related to performance of this contract.

Contractor employees will be required to handle information of a personal and sensitive nature. Therefore, the Contractor shall assure that employees comply with confidentiality regulations and other guidance furnished by NRC. The contractor shall be responsible for ensuring all personnel furnished under this contract are advised of the sensitivity of all information derived from their work under this contract concerning individuals processed. Also, they shall be advised of the use of systems and equipment for official purposes. See Clause H.6 Security, herein.

#### **C.10 REQUIRED PROCESSING PERFORMANCE STANDARDS**

All documents received by the contractor personnel shall be processed in accordance with the delivery time frames indicated in Section C.4. The contractor shall review the data input to identify and correct any errors prior to completion of the task.

The data entry accuracy rate of work performed shall be 100% for each task identified above. A sampling of documents processed shall be performed by the Government on a monthly basis. Any transactions containing one or more errors shall be returned to the contractor and corrected the day that the error is discovered.

**C.11 BRIEFING ON NRC OPERATING PROCEDURES**

The Project Officer will conduct an orientation briefing session which shall provide guidance on the NRC policies and the standard operating procedures. This briefing will be for one-half day for up to three contractor personnel. The briefing shall be conducted after the execution of the contract, but prior to transition from the incumbent contractor. The Contractor shall thereafter be responsible for briefing all subsequent personnel and shall assure that all such personnel are familiar with NRC policies and standard operating procedures.

**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	Chapter 1) 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) STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

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

This contract shall commence on June 18, 2001 and will expire on November 17, 2001. The term of this contract may be extended at the option of the Government for an additional four one-year periods.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2**

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

Name: Patricia Smith  
Address: U.S. Nuclear Regulatory Commission  
Division of Facilities and Security  
Personnel Security Branch T-6E46  
Washington, Dc 20555

Telephone Number: 301-415-7739

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(4) Immediately notify the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to PERSEC/DFS within three days after their termination.

(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 No. 5. 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 List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

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

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

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

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

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

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

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

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

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

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

documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

**H.2 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1993)**

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

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

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

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

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

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

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

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

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

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

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

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

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

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

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

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

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

### **H.3 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

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 and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision 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 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.6 SITE ACCESS BADGE REQUIREMENT**

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

personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

#### **H.7 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES**

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

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

##### **CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I**

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

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

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Limited background Investigation (LBI).

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS) first for temporary access (based on a favorable adjudication of their security forms and checks) and final access (based on a favorably adjudicated Limited Background Investigation) in accordance with the procedures found in NRC Management Directive 12.3, Part 1. The individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to PERSEC/ DFS for review and favorable adjudication, before the individual's first day of employment. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of

adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3. Exhibit 1 and E. O. 12968.

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

#### CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL II

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

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

A contractor employee shall not have access to NRC facilities, sensitive information technology systems or data until he/she is approved by PERSEC/DFS first for temporary access (based on a favorable review of their security forms and checks) and final access (based on a favorably adjudicated ANACI) in accordance with the procedures found in NRC Management Directive 12.3, Part 1. The individual will be subject to a reinvestigation every 10 years.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the Project Officer to the NRC PERSEC/DFS for review and favorable adjudication, before the individual's first day of employment. The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in MD 12.3. Based on PERSEC review of the applicant's security forms and/or the receipt of adverse information by NRC, the individual may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is

made of his/her eligibility under the provisions of MD 12.3. Any questions regarding the individual's eligibility for IT Level I approval will be resolved in accordance with the due process procedures set forth in MD 12.3. Exhibit 1 and E. O. 12968.

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

#### CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

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

#### H.8 INVOICE DEDUCTIONS FOR ABSENCE OF KEY PERSONNEL

The Contractor's invoice shall be deducted at a fixed hourly rate for every hour the Supervisory Personnel Security Assistance or qualified backup does not report to the NRC site during hours specified in Section C as follows:

The rate to be deducted during the base period is \$35.04 per hour.  
The rate to be deducted during the option period 1 is \$36.45 per hour.  
The rate to be deducted during the option period 2 is \$37.90 per hour.  
The rate to be deducted during the option period 3 is \$39.42 per hour.  
The rate to be deducted during the option period 3 is \$41.00 per hour.

#### H.9 UNTIMELY OR UNSATISFACTORY PROCESSING OF DOCUMENTS

The Contractor shall process documents in accordance with the delivery timeframes identified in each task in the SOW. Frequent failure to process documents within the required timeframes or at the specified accuracy rate shall be the basis for possible termination for default. In addition, monthly contract payments may be suspended until such time the contractor completes outstanding tasks to acceptable standards. If the Contractor submits an invoice for payment and the work performed is unsatisfactory or incomplete, written notification shall be provided to the Contractor by the Contracting Officer describing the reasons for suspension or disallowance of payment.

**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) DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	ALTERNATE I (OCT 1997) PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996

52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
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
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1994)	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**I.3 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.4 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
General Clerk IV	17.04
General Clerk III	12.20

**I.5 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.

52.232-25

PROMPT PAYMENT

JUN 1997

**I.6 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](http://www.arnet.gov/far)

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	Billing Instructions		
2	COI Regulations		
3	NRC form 187 Security Requirements		
4	Wage Determination		
5	ACH Vendor Registration		

**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**

**Cherokee Information Services, Inc.**  
Crystal Gateway 3, Suite 304  
1215 Jefferson Davis Highway  
Arlington, VA 22202

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

**NRC-10-01-138**

**B. PROJECTED  
START DATE**

**C. PROJECTED  
COMPLETION DATE**

**06/21/2001**

**06/21/2006**

**2. TYPE OF SUBMISSION**

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

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

A. DOES NOT APPLY



B. CONTRACT NUMBER

**NRC-10-96-146**

DATE

**06/23/2001**

**4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION**

**Personel Security Support**

**5. PERFORMANCE WILL REQUIRE**

**A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION**

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

NOT  
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



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



3. GENERATION OF CLASSIFIED MATTER.



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



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



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?  YES  NO

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

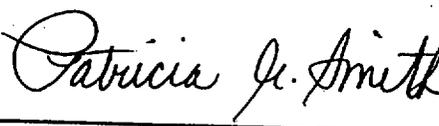
D.  ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

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

F.  UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

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

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

<b>NAME AND TITLE</b>  Patricia A. Smith, Project Officer	<b>SIGNATURE</b> 	<b>DATE</b> 4/19/01
---	--	------------------------

**7. CLASSIFICATION GUIDANCE**

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

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

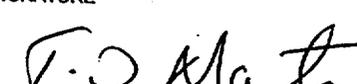
AUTHORIZED CLASSIFIER (Name and Title)
  DIVISION OF FACILITIES AND SECURITY

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

SPONSORING NRC OFFICE OR DIVISION (Item 10A)
  DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT  
 DIVISION OF FACILITIES AND SECURITY (Item 10B)
  CONTRACTOR (Item 1)  
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

**10. APPROVALS**

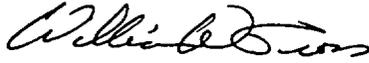
SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION  Thomas O. Martin, Director, DFS	SIGNATURE 	DATE 4/19/01
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY  Thomas O. Martin, Director, DFS	SIGNATURE 	DATE 4/19/01
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)  Timothy F. Hagan, Director, DCPM	SIGNATURE 	DATE 5/15/01

REMARKS

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

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



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2103  
Revision No.: 22  
Date of Last Revision: 09/13/2000

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's  
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince  
William, Stafford

\*\* Fringe Benefits Required Follow the Occupational Listing \*\*

OCCUPATION TITLE	MINIMUM WAGE RATE
<b>Administrative Support and Clerical Occupations</b>	
Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	13.68
Dispatcher, Motor Vehicle	14.33
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	13.64
General Clerk I	9.30
General Clerk II	10.92
✓ General Clerk III	12.20
✓ General Clerk IV	17.04
Housing Referral Assistant	17.20
✓ Key Entry Operator I	10.40
✓ Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	11.65
Order Clerk II	12.88
Personnel Assistant (Employment) I	11.49
Personnel Assistant (Employment) II	12.54
✓ Personnel Assistant (Employment) III	14.46
✓ Personnel Assistant (Employment) IV	17.24
Production Control Clerk	16.30
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary I	14.02
Secretary II	15.35
Secretary III	17.21
Secretary IV	19.57

Secretary V	
Service Order Dispatcher	22.01
Stenographer I	12.50
Stenographer II	13.72
Supply Technician	15.39
Survey Worker (Interviewer)	19.57
Switchboard Operator-Receptionist	13.68
Test Examiner	10.64
Test Proctor	15.35
Travel Clerk I	15.35
Travel Clerk II	9.19
Travel Clerk III	9.87
Word Processor I	10.60
Word Processor II	10.85
Word Processor III	12.47
	15.47
<b>Automatic Data Processing Occupations</b>	
Computer Data Librarian	
Computer Operator I	10.56
Computer Operator II	10.59
Computer Operator III	12.48
Computer Operator IV	15.13
Computer Operator V	17.11
Computer Programmer I (1)	18.41
Computer Programmer II (1)	17.08
Computer Programmer III (1)	20.04
Computer Programmer IV (1)	23.46
Computer Systems Analyst I (1)	27.21
Computer Systems Analyst II (1)	21.34
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	27.62
	11.87
<b>Automotive Service Occupations</b>	
Automotive Body Repairer, Fiberglass	
Automotive Glass Installer	19.03
Automotive Worker	17.03
Electrician, Automotive	17.03
Mobile Equipment Servicer	18.05
Motor Equipment Metal Mechanic	14.94
Motor Equipment Metal Worker	19.03
Motor Vehicle Mechanic	17.03
Motor Vehicle Mechanic Helper	19.11
Motor Vehicle Upholstery Worker	13.85
Motor Vehicle Wrecker	16.01
Painter, Automotive	17.03
Radiator Repair Specialist	18.05
Tire Repairer	17.03
Transmission Repair Specialist	14.43
	19.03

**Food Preparation and Service Occupations**

Baker	
Cook I	11.87
Cook II	10.41
Dishwasher	11.87
Food Service Worker	8.60
Meat Cutter	8.19
Waiter/Waitress	13.65
	8.17

**Furniture Maintenance and Repair Occupations**

Electrostatic Spray Painter	
Furniture Handler	18.05
Furniture Refinisher	12.55
Furniture Refinisher Helper	18.05
Furniture Repairer, Minor	13.85
Upholsterer	16.01
	18.05

**General Services and Support Occupations**

Cleaner, Vehicles	
Elevator Operator	8.21
Gardener	8.60
House Keeping Aid I	11.94
House Keeping Aid II	7.67
Janitor	8.50
Laborer, Grounds Maintenance	8.47
Maid or Houseman	9.37
Pest Controller	7.61
Refuse Collector	11.17
Tractor Operator	8.60
Window Cleaner	11.07
	9.23

**Health Occupations**

Dental Assistant	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.21
Licensed Practical Nurse I	11.95
Licensed Practical Nurse II	14.11
Licensed Practical Nurse III	15.84
Medical Assistant	17.73
Medical Laboratory Technician	10.92
Medical Record Clerk	10.92
Medical Record Technician	10.92
Nursing Assistant I	13.15
Nursing Assistant II	7.53
Nursing Assistant III	8.47
Nursing Assistant IV	10.85
Pharmacy Technician	12.18
Phlebotomist	11.84
Registered Nurse I	10.19
	18.90

Registered Nurse II	
Registered Nurse II, Specialist	21.19
Registered Nurse III	21.19
Registered Nurse III, Anesthetist	25.65
Registered Nurse IV	25.65
	30.74
<b>Information and Arts Occupations</b>	
Audiovisual Librarian	
Exhibits Specialist I	18.95
Exhibits Specialist II	15.64
Exhibits Specialist III	19.56
Illustrator I	24.08
Illustrator II	15.64
Illustrator III	19.56
Librarian	24.08
Library Technician	21.32
Photographer I	13.99
Photographer II	13.93
Photographer III	15.64
Photographer IV	19.56
Photographer V	24.08
	26.50
<b>Laundry, Dry Cleaning, Pressing and Related Occupations</b>	
Assembler	
Counter Attendant	6.93
Dry Cleaner	6.93
Finisher, Flatwork, Machine	8.94
Presser, Hand	6.93
Presser, Machine, Drycleaning	6.93
Presser, Machine, Shirts	6.93
Presser, Machine, Wearing Apparel, Laundry	6.93
Sewing Machine Operator	6.93
Tailor	9.66
Washer, Machine	10.35
	7.60
<b>Machine Tool Operation and Repair Occupations</b>	
Machine-Tool Operator (Toolroom)	
Tool and Die Maker	18.05
	21.95
<b>Material Handling and Packing Occupations</b>	
Forklift Operator	
Fuel Distribution System Operator	12.68
Material Coordinator	17.62
Material Expediter	16.10
Material Handling Laborer	16.10
Order Filler	10.36
Production Line Worker (Food Processing)	13.21
Shipping Packer	11.64
Shipping/Receiving Clerk	12.21
	13.09

Stock Clerk (Shelf Stocker; Store Worker II)	12.09
Store Worker I	8.61
Tools and Parts Attendant	14.77
Warehouse Specialist	13.05
<b>Mechanics and Maintenance and Repair Occupations</b>	
Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44
Electrician, Maintenance	19.20
Electronics Technician, Maintenance I	16.05
Electronics Technician, Maintenance II	20.49
Electronics Technician, Maintenance III	22.31
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.04
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	18.05
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03

Well Driller	
Woodcraft Worker	19.03
Woodworker	19.03
	15.32
<b>Miscellaneous Occupations</b>	
Animal Caretaker	
Carnival Equipment Operator	8.91
Carnival Equipment Repairer	11.11
Carnival Worker	11.97
Cashier	7.48
Desk Clerk	7.75
Embalmer	9.78
Lifeguard	19.04
Mortician	8.89
Park Attendant (Aide)	21.63
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.17
Recreation Specialist	9.03
Recycling Worker	15.94
Sales Clerk	11.11
School Crossing Guard (Crosswalk Attendant)	8.03
Sport Official	8.60
Survey Party Chief (Chief of Party)	8.89
Surveying Aide	12.33
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	7.33
Swimming Pool Operator	11.21
Vending Machine Attendant	11.87
Vending Machine Repairer	9.68
Vending Machine Repairer Helper	11.90
	9.68
<b>Personal Needs Occupations</b>	
Child Care Attendant	
Child Care Center Clerk	8.99
Chore Aid	12.54
Homemaker	7.61
	14.35
<b>Plant and System Operation Occupations</b>	
Boiler Tender	
Sewage Plant Operator	19.03
Stationary Engineer	18.05
Ventilation Equipment Tender	19.03
Water Treatment Plant Operator	13.85
	18.05
<b>Protective Service Occupations</b>	
Alarm Monitor	
Corrections Officer	12.39
Court Security Officer	17.69
Detention Officer	18.18
Firefighter	17.69
Guard I	18.84
	8.80

Guard II	
Police Officer	11.59
	20.49
<b>Stevedoring/Longshoremen Occupations</b>	
Blocker and Bracer	
Hatch Tender	16.46
Line Handler	14.31
Stevedore I	14.31
Stevedore II	15.47
	17.45
<b>Technical Occupations</b>	
Air Traffic Control Specialist, Center (2)	26.40
Air Traffic Control Specialist, Station (2)	18.14
Air Traffic Control Specialist, Terminal (2)	20.30
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.50
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.34
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	13.74
Engineering Technician II	15.95
Engineering Technician III	19.17
Engineering Technician IV	21.99
Engineering Technician V	26.90
Engineering Technician VI	32.55
Environmental Technician	18.91
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	18.56
Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	19.13
Paralegal/Legal Assistant I	14.53
Paralegal/Legal Assistant II	18.53
Paralegal/Legal Assistant III	22.67
Paralegal/Legal Assistant IV	27.43
Photooptics Technician	21.06
Technical Writer	19.90
Unexploded (UXO) Safety Escort	16.92
Unexploded (UXO) Sweep Personnel	16.92
Unexploded Ordnance (UXO) Technician I	16.92
Unexploded Ordnance (UXO) Technician II	20.47
Unexploded Ordnance (UXO) Technician III	24.53
Weather Observer, Combined Upper Air and Surface Programs (3)	15.13
Weather Observer, Senior (3)	17.62

Weather Observer, Upper Air (3)

15.13

**Transportation/ Mobile Equipment Operation Occupations**

Bus Driver	13.70
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$1.92 an hour or \$76.80 a week or \$332.80 a month.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

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

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

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard including working with or in close proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard. Including working with or in close proximity to explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation and, possibly adjacent employees, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerine is covered under high degree hazard.)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.