

AWARD/CONTRACT	1. THIS CONTRACT IS RATED UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 33
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2. CONTRACT NO. (Proc. Inst. Ident.) NRC-38-01-397	3. EFFECTIVE DATE 09-24-2001	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RFPA HR-01-397
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5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch 2 Washington DC 20555	6. ADMINISTERED BY (If other than Item 5) CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Document Systems Incorporated Attn: Joel Limerick, President 1347 South Capitol Street, S. W. Washington, D.C. 20003	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/A
	10. SUBMIT INVOICES ITEM (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:

11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of Human Resources Attn: O-3E17A Washington, D. C. 20555	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Attn: GOV/COM Acctng. Section T-9H4 Washington DC 20555
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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 B&R: 184-15-512-105 Job Code: A8405 BOC: 252A Appropriation No: 31X0200 Obligate: \$30,000.00
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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See Section B for Schedule of Supplies/Services

PROJECT TITLE: "Maintenance of Official Personnel Records"
 TYPE OF CONTRACT: Labor Hour
 PERIOD OF PERFORMANCE: One Year with Four One-Year Option Periods

15G. TOTAL AMOUNT OF CONTRACT \$76,641.60

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <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.
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19A. NAME AND TITLE OF SIGNER (Type or print) Joel Limerick, President	20A. NAME OF CONTRACTING OFFICER Sharon D Stewart
19B. NAME OF CONTRACTOR BY	20B. UNITED STATES OF AMERICA BY
19C. DATE SIGNED 7/24/01	20C. DATE SIGNED 9/21/01

TEMPLATE-ADM001

ADM02

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 PROJECT TITLE**

The title of this project is as follows:

"Maintenance of Official Personnel Records"

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The purpose of this contract is to provide administrative support to maintain the official personnel records for the two (2) Headquarters office sites of the U.S. Nuclear Regulatory Commission (NRC) in Rockville, Maryland.

B.3 SCHEDULE OF ITEMS AND PRICES**B.3.1 BASE YEAR**

Item No.	Labor Category	Quantity	Unit	Fixed Unit Price	Amount
1.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$36,720.00
2.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$37,180.00
3.	Supervisor	[REDACTED]	HRS	[REDACTED]	\$ 2,741.60
TOTAL ESTIMATED AMOUNT FOR BASE YEAR:					\$76,641.60

B.3.2 OPTION YEAR ONE

Item No.	Labor Category	Quantity	Unit	Fixed Unit Price	Amount
1.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$37,820.00
2.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$38,300.00
3.	Supervisor	[REDACTED]	HRS	[REDACTED]	\$ 2,824.00
TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 1:					\$78,944.00

SECTION B

B.3.3 OPTION YEAR TWO

Item No.	Labor Category	Quantity	Unit	Fixed Unit Price	Amount
1.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$38,960.00
2.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$39,440.00
3.	Supervisor	[REDACTED]	HRS	\$ [REDACTED] 6	\$ 2,908.80
TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 2:					\$81,308.80

B.3.4 OPTION YEAR THREE

Item No.	Labor Category	Quantity	Unit	Fixed Unit Price	Amount
1.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$40,120.00
2.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$41,620.00
3.	Supervisor	80	HRS	[REDACTED]	\$ 2,996.00
TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 3:					\$83,736.00

B.3.5 OPTION YEAR FOUR

Item No.	Labor Category	Quantity	Unit	Fixed Unit Price	Amount
1.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$41,320.00
2.	General Clerk I	[REDACTED]	HRS	[REDACTED]	\$41,840.00
3.	Supervisor	[REDACTED]	HRS	[REDACTED]	\$ 3,086.40
TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 4:					\$86,246.40

TOTAL ESTIMATED AMOUNT FOR BASE AND OPTION YEARS: \$406,876.80

B.3.6 CONSIDERATION AND OBLIGATION DELIVERY ORDERS

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$76,641.60. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$30,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

The Office of Human Resources (HR) provides personnel management and administration services for the U.S. Nuclear Regulatory Commission (NRC), including maintenance of personnel records for all active and recently inactive employees.

C.2 CONTRACT OBJECTIVE

The purpose of this contract is to obtain administrative support to maintain official personnel records in the two Headquarters office sites of the NRC in Rockville, Maryland, in a manner consistent with U.S. Office of Personnel Management (OPM) regulations and guidance so that the records are properly filed, accessible to authorized users, and disposed of properly and in a timely manner.

C.3 REFERENCES

"The Guide to Personnel Record Keeping," U.S. Office of Personnel Management, current edition.

"General Records Schedule," National Archives and Records Administration.

C.4 SCOPE OF WORK

The Contractor shall provide competent, qualified, and fully trained clerical personnel (general clerks) to perform all tasks identified herein. The Contractor shall provide on-site clerical personnel during the NRC's official hours of operation, 7:30 a.m. to 4:15 p.m., 40 (forty) hours per week (including a 45-minute lunch break), Monday through Friday, excluding Federal holidays, as set forth in the U.S. Department of Labor's Wage Determination. The Contractor shall provide adequate qualified backup clerical personnel so that the continuity of service shall not be disrupted at any time during the official hours of operation.

The Contractor on-site staff will be located in the One White Flint North (OWFN) and Two White Flint North (TWFN) Buildings, 11555 and 11545 Rockville Pike, Rockville, Maryland. Space, equipment, and furniture will be provided as set forth in Section H, "Government Furnished Equipment/Property."

C.5 PERSONNEL FILE MAINTENANCE

The Contractor shall be responsible for maintaining all (approximately 4,000) NRC official personnel files. These files contain private and sensitive information that, in many cases, may not be available to the general public. The Contractor shall maintain security measures to protect all information as further described in Section H, "Proprietary Data and Sensitive Unclassified Information."

Files to be maintained shall include all materials that are part of the official personnel folders (OPFs), employee performance folders (EPFs), and employee medical files (EMFs) of active and inactive employees (such as retired or separated employees with reemployment rights) and described in "The Guide to Personnel Record Keeping."

C.6 INVENTORY

The Contractor shall be responsible for verifying the inventory of the personnel files located in the NRC Headquarters (excludes Regions) location when the contract is awarded. This will entail a manual check of all personnel files to ascertain that all documents are placed in the locations required by "The Guide to Personnel Record Keeping" (e.g., the left or right side of the file). After this has been done, the Contractor shall generate bar code labels using the NRC-supplied database, keying in the social security number to create the bar code, for all files located in Headquarters. The Contractor shall prepare weekly status reports of the files located in the two HR Service Centers of Headquarters, including information about files removed from the automated files for current use, files that are overdue and the name of the last person to request the file, files that are destroyed (or scheduled to be destroyed), and files that have been retired (or scheduled to be retired) in accordance with the requirements of OPM's "The Guide to Personnel Record Keeping."

C.7 FILE MAINTENANCE

The Contractor shall perform the following:

(a) Maintain on a current basis, in the alphabetical order specified in "The Guide to Personnel Record Keeping" and NRC practice, approximately 4,000 OPFs and related official files (e.g., EPFs and EMFs), including active and inactive employees (e.g., retired, separated with reemployment rights), in the automated files of HR's two HR Service Centers, as well as the NRC-supplied database (See Section C.8) as discussed in the following:

(1) The Contractor shall file in chronological order on the appropriate side (left or right, as directed in "The Guide to Personnel Record Keeping") of the correct folder (OPF, EPF, EMF) any documents generated or received that are properly maintained in the folder.

(2) The Contractor shall initial and date all documents placed in personnel files in the upper right hand corner to indicate who filed the document and when filed. The Contractor shall holepunch the document and fasten the document in the file as required by "The Guide to Personnel Record Keeping."

(3) The Contractor shall record in NRC's database by bar code identification, on a daily basis, all OPFs, EPFs, and EMFs charged out or checked in by authorized users following the list of authorized users provided by the Project Officer.

(4) The Contractor shall retrieve files for authorized users who fill out a "sign-out/in data entry sheet" by hard copy or electronic copy (Attachment 5) indicating the personnel folder required. The Contractor shall immediately retrieve the file for the authorized employee or, if several files are needed, will retrieve the files as soon as possible, but no later than 12 hours after the request.

(5) The Contractor shall purge the OPFs of improperly filed documents, and purge the files of improperly held folders.

(b) Prepare a weekly status report every Monday of the workweek using the NRC-provided database and send out weekly overdue notices for OPFs that have been charged out longer than 30 days and, as required, conduct searches for these OPFs; be able to extract from the database a list of OPFs that have been charged out longer than 30 days.

(c) Send out monthly notices of within-grade increases to Service Center and Regional Personnel as provided by the Project Officer or designee.

(d) Maintain such documents as Notifications of Personnel Action, SF-50s, including logging, tear-down, distribution, and filing of each SF-50 as required by NRC guidance (See Items (1) - (4) below) and "The Guide to Personnel Record Keeping." An average of 500 documents are handled monthly, of which the Contractor shall initial, date, tear down, and distribute the SF-50s as follows:

(1) Send employee copy (No. 1) to Personnel Assistant (initials appear on SF-50) and apply initials and date processed in top right-hand corner of form before separating carbon from forms.

(2) File OPF copy (No. 2) and accompanying documentation in automated files.

(3) Send payroll copy (No. 3) and accompanying documentation to payroll office.

(4) Send chronological copy (No. 4) to the secretary of HR's Employment and Staffing component.

(5) Send utility copy (No. 5) and accompanying documents to the Personnel Assistant (initials appear on SF-50).

(e) Forward OPFs to the gaining agency when an employee leaves the NRC, along with the EPF and the EMF, ensuring that only properly filed personnel documents are transmitted. Record transactions in database to indicate folders so forwarded.

(f) Maintain inactive OPFs for the following periods:

- (1) Separations by death or retirement: 120 days
- (2) All other separations: 30-60 days

After the appropriate period, forward the OPFs to the National Personnel Records Center (NPRC), along with EPF material and EMFs, ensuring that all miscellaneous personnel documents that are filed in the folders are purged before the folders are mailed. Record transactions in NRC database to indicate the files so forwarded.

- (g) Forward any personnel documents (e.g., SF-50, SF-1150) received after the OPF has been forwarded to the gaining agency or the NPRC, as appropriate.
- (h) Provide general employment information (e.g., verification of employment status, verification of office location) to queries received by phone or in writing (or facsimile) strictly limited to that which can be disclosed to the public in accordance with the Freedom of Information Act regulations, as set forth in Attachment 7, "Releasable/Verifiable/Unreleasable Information." NRC's Project Officer or designee will train the Contractor to use HR's Automated Personnel System (APS) computer program to answer queries.
- (i) Perform filing, logging, distribution, transport, and disposition tasks in connection with various related personnel files, records, and documents maintained at both HR Service Centers.
- (j) Ensure that file equipment or file room is secured when Contractor or other authorized personnel are not in attendance. The Contractor shall sign off, on a sheet located at each of the two HR Service Centers, that files have been secured at the end of the workday. (Attachment 6)
- (k) Verify overall file integrity every six months by having the Supervisor select files randomly to ascertain that documents in all types of personnel files are inserted into files as required by "The Guide to Personnel Record Keeping."

C.8 MAINTENANCE OF NRC-PROVIDED AUTOMATED SYSTEM

The Contractor shall maintain the NRC-provided automated system that has the ability to perform a variety of functions using a multi-user Windows-based records management software program. During the first thirty (30) calendar days of the contract, the NRC Project Officer or designee will train both (2) Contractor employees to use the system. When the Contractor employees are fully trained, they will prepare the weekly overdue report and status report for the Project Officer as noted in Section C. As outlined in Section C, Contractor employees shall enter the numeric code (based on social security number) to generate bar codes for every file maintained in the two HR Service Centers in Headquarters as soon as they are fully trained to use the NRC-provided database.

C.9 OTHER RELATED DUTIES

The Contractor shall perform the following related filing and mailing duties:

- (a) Prepare security, entry-on-duty (EOD), exit, TSP withdrawal, and offer letter packages as instructed by the Project Officer or designee.
- (b) Assemble merit selection closeout files provided by NRC Personnel Assistants and transmit to the NRC Warehouse. Also retrieve from the NRC Warehouse those merit selection files needed in response to FOIA requests or questions arising from employee/labor relations issues and cases.
- (c) Maintain a continuous supply of not less than twenty-five (25) each of all current agency and government forms located in the HR Service Centers.
- (d) Assist benefits staff to assemble health benefits materials during open season. Replace previous, outdated benefits material, as well as respond to employee requests for new benefits material.

C.10 PERSONNEL REQUIREMENTS

C.10.1 LABOR CATEGORIES

Two (2) labor categories will be required under this contract. They are Supervisor, who shall be located off-site, and General Clerk I, who shall be located on-site. The following personnel qualifications are the minimum qualifications acceptable for performance under this contract.

(a) Supervisor

The Supervisor shall be responsible for the overall management of the support services provided by the two (2) General Clerk employees under this contract. This individual shall possess experience in the use of microcomputer software such as WordPerfect 8.0 or later versions. Such experience shall demonstrate actual use of project management charts and spreadsheets in tracking records activities. Knowledge of the use of NT4.0 and Microsoft Access or similar programs will be useful.

Basic Skills and Experience--Comprehensive knowledge of OPM guidance related to maintenance and disposition of personnel records ("The Guide to Personnel Record Keeping"); thorough knowledge of filing systems and computer programs to support NRC's personnel files.

(b) General Clerk I - Two (2) Full-Time Personnel

The general clerks shall have demonstrated experience in, and be responsible for, the requested maintenance and disposition of personnel records. The individuals shall be responsible for entering records received into the appropriate file, keeping records of files released, and monitoring the disposition of records, as required. The individuals shall possess experience in the use of microcomputer software, such as WordPerfect 8.0 or later versions and NT4.0, and the use of local area networks (LANs).

Basic Skills and Experience--Comprehensive knowledge of the contents of personnel records maintained in a mechanized file environment and of the required location for each item contained in a file. Ability to maintain records in the NRC-supplied database.

C.10.2 BACKUP STAFFING PLAN

The Contractor shall develop a backup staffing plan to ensure that there is sufficient staff available to provide all the required services during the official hours of operation. The backup staffing plan shall be submitted to the NRC Project Officer within five (5) working days after contract award. The NRC Project Officer will approve or disapprove the plan within three (3) working days after receipt. If the plan is disapproved, the Contractor shall have one (1) working day to incorporate the changes. The Contractor shall keep the plan updated and submit a copy to the Project Officer two (2) working days after the revision.

C.10.3 POOL OF INDIVIDUALS WITH SECURITY CLEARANCES

To ensure proper coverage at all times, the Contractor shall maintain a pool of four (4) individuals who have been granted security clearances by the NRC. The four consist of the two individuals who work on-site daily and the other two are backups.

C.11 REPORTING REQUIREMENTS

Using the NRC-provided database, the Contractor shall compile a report (including on each report, the beginning and end dates for the period covered by that individual report) for the Project Officer every Monday of the workweek, showing the following:

- (a) Number of SF-50s handled and sent to Payroll.
- (b) Number of OPFs forwarded to other agencies.
- (c) Number of OPFs retired to the NPRC.
- (d) Number of OPFs that have been outstanding more than 30 days and efforts taken to retrieve them.

(e) Any other information that is incidental to items being tracked or processed by the Contractor.

C.12 OPTION YEAR NO. 1 - CONVERSION TO PERFORMANCE BASED

If the Government elects to exercise Option Year One (1) under the contract, the Statement of Work will be converted to a Performance-Based Statement of Work, as mutually agreed upon, for Options Years One(1) through Four (4).

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
52.246-6	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAR 2001

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
	FEDERAL ACQUISITION REGULATION	(48 CFR Chapter 1)

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

This contract shall commence on September 24, 2001, and will expire on September 23, 2002. The term of this contract may be extended at the option of the Government for an additional four (4) one-year option periods.

F.3 REPORTS

Using the NRC-provided database, the Contractor shall compile a report (including on each report, the beginning and end dates for the period covered by that individual report) for the Project Officer every Monday of the workweek, showing the following:

- (a) Number of SF-50s handled and sent to Payroll.
- (b) Number of OPFs forwarded to other agencies.
- (c) Number of OPFs retired to the NPRC.
- (d) Number of OPFs that have been outstanding more than 30 days and efforts taken to retrieve them.
- (e) Any other information that is incidental to items being tracked or processed by the Contractor.

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

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

Name: Henry Rubin
Address: U.S. Nuclear Regulatory Commission
Office of Human Resources
Mail Stop 0-3E17A
Washington, D. C. 20555
Telephone Number: (301) 415-1374

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) 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.

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 . 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 2052.204-71 SITE ACCESS BADGE REQUIREMENT**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, 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 a proper Government-issued identification/badge 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.2 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.3 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.4 SITE ACCESS BADGE PROCEDURES

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

A contractor employee shall not have access to NRC facilities 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 final access (based on favorably adjudicated background checks by General Services Administration) in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

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

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PERSEC/DFS (via e-mail) when a contractor employee no longer requires building access and return the individual's badge to the PERSEC/DFS within three days after their termination.

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 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

The proposer/contractor must identify all individuals and propose the level of Information Technology (IT) access required for each, using the following guidance. The NRC sponsoring office shall make the final determination of the level of IT access 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 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 LBI) in accordance with the procedures found in NRC MD 12.3, Part I. 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, prior to the individual performing work under this contract. 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 and all other computer or IT positions. Such contractor personnel shall be subject to the NRC contractor personnel requirements of 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 MD 12.3, Part I. 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, prior to the individual performing work under this contract. 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 II 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 technology systems or 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.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

(a) The NRC will furnish the Contractor with the following items to be used under this contract:

(1) Space to accommodate 2 people. One person will be located in the One White Flint North (OWFN) building. The other person will be located in the Two White Flint North (TWFN) building. (OWFN&TWFN)

(2) A total of 2 desks and 2 chairs. (OWFN&TWFN)

(3) A total of 2 PCs, 2 monitors and 2 keyboards, LAN hookup. (OWFN&TWFN)

(4) A total of 2 locking automated files (OWFN&TWFN) with locking room in OWFN location only.

(5) A total of 2 time recorder clocks. (OWFN&TWFN)

(6) A total of 2 mail stations. (OWFN&TWFN)

(7) A total of 2 tables for distribution. (OWFN&TWFN)

(8) Access to copying machine at each location. (OWFN&TWFN)

(9) Access to network printer at each location. (OWFN&TWFN)

(10) Access to facsimilie machine at each location. (OWFN&TWFN)

(11) Official Personnel File Folders at each location. (OWFN&TWFN)

(12) A total of 2 typewriters. (OWFN&TWFN)

(13) A total of 2 telephones. (OWFN&TWFN)

(14) A total of 2 sets of DOS, Wordperfect, Lotus and LAN version of the HR Tracking Software. (OWFN&TWFN)

(15) Forms, logs (OWFN&TWFN)

(16) Miscellaneous supplies such as paper, hole punchers, file fasteners, staplers, staples, paper clips, pens, pencils.

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

H.8 PRIVATE USE OF CONTRACT INFORMATION AND DATA

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

H.9 PROPRIETARY DATA AND SENSITIVE UNCLASSIFIED INFORMATION

In connection with 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 (P.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 such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such 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 such information to the Commission or otherwise dispose of it, either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

H.10 ON-SITE CONTRACTOR PERFORMANCE

(a) When administrative leave is granted to Federal employees as a result of inclement weather, potentially hazardous conditions, or other special circumstances, the Project Officer shall notify the Contractor of such action. Contractor on-site personnel shall be required to vacate the premises. The related cost of salaries and wages to the Contractor for the period of such absences shall be a reimbursable item of indirect cost in accordance with the Contractor's accounting policy.

(b) During all operations on Government premises, the Contractor shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility.

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)	MAR 2001
52.203-3	DEFINITIONS	APR 1984
52.203-5	GRATUITIES	APR 1984
52.203-6	COVENANT AGAINST CONTINGENT FEES	JUL 1995
52.203-7	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-8	ANTI-KICKBACK PROCEDURES	JAN 1997
52.203-10	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JUN 1997
52.204-4	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	AUG 2000
52.209-6	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	JUL 1995
52.215-2	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 1999
52.215-8	AUDIT AND RECORDS--NEGOTIATION	OCT 1997
52.219-6	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	JUL 1996
52.219-8	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	OCT 2000
52.219-14	UTILIZATION OF SMALL BUSINESS CONCERNS	DEC 1996
52.222-3	LIMITATIONS ON SUBCONTRACTING	AUG 1996
52.222-19	CONVICT LABOR	FEB 2001
52.222-21	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 1999
52.222-26	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-35	EQUAL OPPORTUNITY	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JUN 1998
52.222-37	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JAN 1999
52.223-6	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	MAR 2001
52.224-1	DRUG-FREE WORKPLACE	APR 1984
52.224-2	PRIVACY ACT NOTIFICATION	APR 1984
52.225-13	PRIVACY ACT	JUL 2000
52.227-1	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 1995
52.227-2	AUTHORIZATION AND CONSENT	AUG 1996
	NOTICE AND ASSISTANCE REGARDING PATENT	

52.232-7	AND COPYRIGHT INFRINGEMENT PAYMENT UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE II (JAN 1986)	MAR 2000
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP 2000
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAR 2001
52.245-1	PROPERTY RECORDS	APR 1984
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.216-18 ORDERING (OCT 1995)

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

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

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

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of the contract ceiling amount;
- (2) Any order for a combination of items in excess of the contract ceiling amount;

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

I.4 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

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

I.5 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 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

I.6 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.7 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the

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

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

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

(i) For each employee subject to the Act -

(A) Name and address and social security number;

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

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

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

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

- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

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

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

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

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

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

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

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

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

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

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

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

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

I.8 52.232-25 PROMPT PAYMENT (MAR 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

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

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

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

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

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

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

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

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

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

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

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

- (i) Name and address of the Contractor.
- (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (such as evidence of shipment).
- (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

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

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

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

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

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

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

I.9 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):

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 ATTACHMENTS (MAR 1987)**

Attachment 1	Billing Instructions
Attachment 2	NRC Form 187 - Security/Classification Requirements
Attachment 3	U.S. Dept. of Labor Wage Determination
Attachment 4	Standard Form 3881, "Payment Information Form - ACH Vendor Payment System"
Attachment 5	OPF Sign Out/In Data Entry Sheet
Attachment 6	Files Secured Sheet
Attachment 7	Releasable/Verifiable/Unreleasable Information

(MARCH 1996)

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**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

- 1. Contract number.**
- 2. Sequential voucher/invoice number.**
- 3. Date of voucher/invoice.**
- 4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.**
- 5. Description of articles or services, quantity, unit price, and total amount.**
- 6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.**
- 7. Weight and zone of shipment, if shipped by parcel post.**
- 8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.**
- 9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.**

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

- 10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."**

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

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

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

Wage Determination No.: 1994-2103

William W. Gross

Division of

Revision No.: 22

Director

Wage Determinations

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

Administrative Support and Clerical Occupations

Accounting Clerk 1	10.16
Accounting Clerk 11	11.88
Accounting Clerk 111	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 1	9.30
General Clerk 11	10.92
General Clerk 111	12.20
General Clerk IV	17.04
Housing Referral Assistant	17.20
Key Entry Operator 1	10.40
Key Entry Operator 11	11.62
Messenger (Courier)	9.30
Order Clerk 1	11.65
Order Clerk 11	12.88
Personnel Assistant (Employment) 1	11.49
Personnel Assistant (Employment) 11	12.54
Personnel Assistant (Employment) 111	14.46
Personnel Assistant (Employment) IV	17.24
Production Control Clerk	16.30
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary 1	14.02
Secretary 11	15.35
Secretary 111	17.21
Secretary IV	19.57

Secretary V	22.01
Service Order Dispatcher	12.50
Stenographer 1	13.72
Stenographer 11	15.39
Supply Technician	19.57
Survey Worker (interviewer)	13.68
Switchboard Operator-Receptionist	10.64
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk 1	9.19
Travel Clerk 11	9.87
Travel Clerk 111	10.60
Word Processor 1	10.85
Word Processor 11	12.47
Word Processor 111	15.47
Automatic Data Processing Occupations	
Computer Data Librarian	10.56
Computer Operator 1	10.59
Computer Operator 11	12.48
Computer Operator 111	15.13
Computer Operator IV	17.11
Computer Operator V	18.41
Computer Programmer 1 (1)	17.08
Computer Programmer 11 (1)	20.04
Computer Programmer 111 (1)	23.46
Computer Programmer IV (1)	27.21
Computer Systems Analyst 1 (1)	21.34
Computer Systems Analyst 11 (1)	27.62
Computer Systems Analyst 111 (1)	27.62
Peripheral Equipment Operator	11.87
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.03
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	13.85
Motor Vehicle Upholstery Worker	16.01
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03

Food Preparation and Service Occupations

Baker	11.87
Cook 1	10.41
Cook 11	11.87
Dishwasher	8.60
Food Service Worker	8.19
Meat Cutter	13.65
Waiter/Waitress	8.17

Furniture Maintenance and Repair Occupations

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

General Services and Support Occupations

Cleaner, Vehicles	8.21
Elevator Operator	8.60
Gardener	11.94
House Keeping Aid 1	7.67
House Keeping Aid 11	8.50
Janitor	8.47
Laborer, Grounds Maintenance	9.37
Maid or Houseman	7.61
Pest Controller	11.17
Refuse Collector	8.60
Tractor Operator	11.07
Window Cleaner	9.23
Health Occupations	
Dental Assistant	12.21
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse 1	14.11
Licensed Practical Nurse 11	15.84
Licensed Practical Nurse 111	17.73
Medical Assistant	10.92
Medical Laboratory Technician	10.92
Medical Record Clerk	10.92
Medical Record Technician	13.15
Nursing Assistant 1	7.53
Nursing Assistant 11	8.47
Nursing Assistant 111	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse 1	18.90

Registered Nurse 11	21.19
Registered Nurse 11, Specialist	21.19
Registered Nurse 111	25.65
Registered Nurse III, Anesthetist	25.65
Registered Nurse IV	30.74
Information and Arts Occupations	
Audiovisual Librarian	18.95
Exhibits Specialist 1	15.64
Exhibits Specialist 11	19.56
Exhibits Specialist 111	24.08
Illustrator 1	15.64
Illustrator 11	19.56
Illustrator 111	24.08
Librarian	21.32
Library Technician	13.99
Photographer 1	13.93
Photographer 11	15.64
Photographer 111	19.56
Photographer IV	24.08
Photographer V	26.50
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.93
Counter Attendant	6.93
Dry Cleaner	8.94
Finisher, Flatwork, Machine	6.93
Presser, Hand	6.93
Presser, Machine, Drycleaning	6.93
Presser, Machine, Shirts	6.93
Presser., Machine, Wearing Apparel, Laundry	6.93
Sewing Machine Operator	9.66
Tailor	10.35
Washer, Machine	7.60
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	12.68
Fuel Distribution System Operator	17.62
Material Coordinator	16.10
Material Expediter	16.10
Material Handling Laborer	10.36
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09

Stock Clerk (Shelf Stocker; Store Worker 11)	12.09
Store Worker 1	8.61
Tools and Parts Attendant	14.77
Warehouse Specialist	13.05

Mechanics and Maintenance and Repair Occupations

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 1	16.05
Electronics Technician, Maintenance 11	20.49
Electronics Technician, Maintenance 111	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 1	19.03
Telecommunication Mechanic 11	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03

Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.91
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Cashier	7.75
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	8.89
Mortician	21.63
Park Attendant (Aide)	11.17
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	11.11
Sales Clerk	8.03
School Crossing Guard (Crosswalk Attendant)	8.60
Sport Official	8.89
Survey Party Chief (Chief of Party)	12.33
Surveying Aide	7.33
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.21
Swimming Pool Operator	11.87
Vending Machine Attendant	9.68
Vending Machine Repairer	11.90
Vending Machine Repairer Helper	9.68
Personal Needs Occupations	
Child Care Attendant	8.99
Child Care Center Clerk	12.54
Chore Aid	7.61
Homemaker	14.35
Plant and System Operation Occupations	
Boiler Tender	19.03
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05
Protective Service Occupations	
Alarm Monitor	12.39
Corrections Officer	17.69
Court Security Officer	18.18
Detention Officer	17.69
Firefighter	18.84
Guard 1	8.80

Guard 11	11.59
Police Officer	20.49
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore 1	15.47
Stevedore 11	17.45
Technical Occupations	
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 1	14.11
Archeological Technician 11	15.78
Archeological Technician 111	19.56
Cartographic Technician	22.50
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.34
Drafter 1	11.84
Drafter 11	14.82
Drafter 111	16.64
Drafter IV	20.81
Engineering Technician 1	13.74
Engineering Technician 11	15.95
Engineering Technician 111	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 1	14.53
Paralegal/Legal Assistant 11	18.53
Paralegal/Legal Assistant 111	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 1	16.92
Unexploded Ordnance (UXO) Technician 11	20.47
Unexploded Ordnance (UXO) Technician 111	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 Years 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 power. 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).

OPF SIGN OUT/IN DATA ENTRY SHEET

Requester name: _____

Location: _____

Telephone: _____

File(s) requested: _____

Date/time out: _____

Date/time in: _____

RELEASABLE INFORMATION

Correct spelling of first and last names
Any position title, current or former
Grade and step of any position, current or former
Supervisor's name and office phone number
Office where employed in any position, current or former
Office geographic location and address
Office phone number

VERIFIABLE* INFORMATION

Social Security number
Current salary

* Meaning this information can be verified if first provided by the requester, but cannot be volunteered

UNRELEASABLE INFORMATION

Home address
Home phone number

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 Document Systems, Inc. 1347 S. Capitol St., SW Washington, D.C. 20003	A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)	
	B. PROJECTED START DATE 09/24/2001	C. PROJECTED COMPLETION DATE 09/23/2002

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 <input type="checkbox"/>	B. CONTRACT NUMBER NRC-38-96-283	DATE 09/22/2001
------------------------------------------------------	------------------------------------------------	-------------------------------

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Official Personnel Records Maintenance

Contractor support to perform various filing maintenance, tracking, retention, and long-term disposition activities related to OPFs and related files in HQS.

5. PERFORMANCE WILL REQUIRE	A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
			SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
	<input type="checkbox"/> YES (If "YES," answer 1-7 below) <input checked="" type="checkbox"/> NO (If "NO," proceed to 5.C.)					
1.	ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>				
2.	RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input type="checkbox"/>				
3.	GENERATION OF CLASSIFIED MATTER.	<input type="checkbox"/>				
4.	ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input type="checkbox"/>				
5.	ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>				
6.	CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>				
7.	OTHER (Specify)	<input type="checkbox"/>				

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 OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE Jacqueline F. Jackson	SIGNATURE 	DATE 9/1
----------------------------------------------------	-------------------------------------------------------------------------------------------------	--------------------

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 Paul E. Bird	SIGNATURE 	DATE 9-17-01
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin, Director, DFS	SIGNATURE 	DATE 9/25/01
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) Sharon D. Stewart	SIGNATURE 	DATE 9/25/01

REMARKS