SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30

1. REQUISITION NO.	PAGE 1 OF
ADM-02-151	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
NRC-10-02-151	06-28-2002		-	RS-ADM-02-151	6-7-2002

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Stephen M. Pool	301-415-8168	6-24-2002 12:00pm

9. ISSUED BY CODE

U.S. Nuclear Regulatory Commission
Div of Contracts and Property Mgmt
Two White Flint North - MS T-7-I-2

Washington, DC 20555

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED
- [ ] SET ASIDE: 0 % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
- [X] 8(A)

NAICS: 561110
SIZE STANDARD: $6 million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS: net 30

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION
- [ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

U.S. Nuclear Regulatory Commission
Division of Administrative Services
11555 Rockville Pike

Rockville MD 20852

16. ADMINISTRERED BY CODE

U.S. Nuclear Regulatory Commission
Div of Contracts and Property Mgmt
Two White Flint North - MS T-7-I-2

Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

8(a) Subcontractor * See SIGNATURE PAGE

Focus AMC, Inc.
Attn: Ms. Karla Williams, President
333 Main Street, Suite 201
Gaithersburg,
MD 20878

TELEPHONE NO. 240-683-6611

18a. PAYMENT WILL BE MADE BY CODE

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Attn: (insert contract or order number)

Washington DC 20555

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [X] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Phase-In Period No. 1 - 7/1/02 to 7/16/02	[redacted]	LOT	[redacted]	$2,480.72
0002	Phase-In Period No. 2 - 7/17/02 to 7/31/02		LOT		$9,146.16
0003	Basic Services per SOW - 8/1/02 to 11/30/02		mo		$87,280.20
0004	Option Yr. No. 1 Basic Services per SOW 12/1/02 to 11/30/03		mo		$257,265.24
0005	Option Yr. No. 2 Basic Services per SOW 12/1/03 to 11/30/04		mo		$257,265.24
0006	Option Yr. No. 3 Basic Services per SOW 12/1/04 to 11/30/05		mo		$258,332.40
0007	Estimated overtime for team leader - base period		hr		$781.65
0008	Estimated overtime for general clerk IV - base period		hr		$1,903.05
0009	Estimated overtime for team leader - option period 1		hr		$1,563.30
0010	Estimated overtime for general clerk IV - option period 1		hr		$3,806.10

25. ACCOUNTING AND APPROPRIATION DATA
31X0200 24015511306 B1452 252A $101,591.78

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
$101,591.78

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
- [X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE proposal OFFER DATED 6/28/02. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
Alice M. French
See SIGNATURE PAGE

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Stephen M. Pool
See SIGNATURE PAGE

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
ALICE M. FRENCH, Vice-President

30c. DATE SIGNED
6/28/02

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Stephen M. Pool

31c. DATE SIGNED
6/28/02

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE-ADM001

ADM 02

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0011	Estimated overtime for team leader - option period 2	[redacted]	hr	[redacted]	$1,563.3
0012	Estimated overtime for general clerk IV - option period 2		hr		$3,806.1
0013	Estimated overtime for team leader - option period 3		hr		$1,563.3
0014	Estimated overtime for general clerk IV - option period 3		hr		$3,806.1

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION B - CONTINUATION BLOCK

B.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is $101,591.78.

SECTION B - STATEMENT OF WORK NRC-10-02-151

B.1 OBJECTIVE:

The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission (NRC) with supplemental Administrative Support Services.

B.2 SCOPE:

The NRC requires the services of a Contractor to provide coordination and support for a wide variety of on-site Administrative Services in support of the NRC's Headquarters location in Rockville, MD.

B.3 SCOPE OF WORK

The Administrative Support services obtained under this contract shall be performed in accordance with the terms and conditions stated in this contract and any additional provisions included in the guidance provided in Attachment-A for each type of service (function). Each NRC "Task Area" will identify the period for performance and the scope of the services, including the minimum requirements for acceptable performance of those specific services. To assist the Contractor with understanding the level of activity for each Task Area, NRC has also provided the approximate average staffing level used in the past to provide the acceptable level of service specified for that task area.

In Attachment-A, NRC has provided a copy of the current procedures used by NRC to accomplish each of the functions covered by this contract. These step-by-step instructions also include a copy of the standard forms and other related information for processing/documenting each of these services.

The Contractor shall perform each Task Area in accordance with the procedures stated in Attachment-A. However, if the Contractor identifies a more efficient alternative method to process and document any of these services (while maintaining the same or higher service level, i.e., service quality, quantity and accuracy of records), the Contractor may request approval from the NRC Project Officer (NRC-PO) for the Contractor to modify Attachment-A to deviate from the current procedure for that service, in order to implement the new procedure. If the NRC-PO approves the change, the Contractor shall immediately update Attachment-A to reflect the change and proceed to perform under the new procedure. The Contractor shall ensure Attachment-A is continuously updated to reflect the current procedures for all services performed under this contract and the Contractor shall ensure that all services are performed in accordance with the current procedures in Attachment-A and this contract.

In the event the guidance/procedures in Attachment-A does not cover a situation that occurs during performance of any services under this contract, the Contractor shall request any specific, task-oriented verbal guidance, necessary to accomplish the service, from the NRC-PO. The Contractor shall document this guidance provided by the NRC-PO in the appropriate section of Attachment-A, in order to prevent the need for the NRC-PO to provide repetitive guidance for responding to a recurrence of the same or similar situation.

B.4 GENERAL CONTRACT REQUIREMENTS

Throughout the contract period, the Contractor shall ensure:

1. Services performed under this contract are provided with an emphasis on providing the customer with the information and/or service they need, while projecting an overall attitude
of patient, courteous service to all customers;

2. Opportunities for improving the efficiency, tracking or quality of the services provided are
communicated to the NRC-PO for possible update of the procedures in Attachment-A;

3. The procedures in Attachment-A are updated promptly (new procedures are incorporated into
Attachment-A within 2-days of being approved by the NRC-PO) to reflect the current process
being used to provide each service;

4. The procedures in Attachment-A are updated completely/accurately to provide step-by-step
guidance for accomplishing all services covered by this contract;

5. All services are continuously performed in accordance with the procedures stated in Attachment-A, unless the NRC-PO has provided advance approval of any deviation;

6. On-site contract personnel are dressed appropriately for an office environment;

7. On-site contract personnel are fluent in the English language, both verbally and in writing;

8. Accurate records are maintained of the services requested/provided;

9. Periodic reports are delivered complete and in accordance with contract schedules.

B.5 CONTRACTOR QUALITY CONTROL

The Contractor shall monitor performance of these services with an emphasis on minimizing the recurrence of any "valid-complaints."

B.6 OVERALL PRIORITIZATION OF SERVICES

Services under each Task Area shall be handled on a First-in/First-out basis. Any deviation from this prioritization method shall be approved in advance by the NRC-PO. The NRC-PO shall determine the relative-priority of concurrent or urgent service requests.

Occasionally, an unusually large or urgent service request will require the Contractor to focus the majority of on-site resources on a single task area to meet urgent project deadlines. If the NRC-PO agrees the specific situation warrants this level of urgent processing, NRC will not hold the Contractor responsible for temporary delays in other services that arise as a direct result of the urgent project consuming the Contractor's on-site resources.

B.7 PROFESSIONAL CONDUCT

The services performed under this contract include frequent direct contact with NRC personnel of all levels which requires that all on-site Contractor personnel use appropriate language and dress for an office environment at all times. Profanity shall be excluded from any form of communication during performance of services under this contract.

B.8 OCCASIONAL OVERTIME REQUIREMENTS

Occasionally, an unusually large or urgent service request will require the Contractor to provide NRC with support outside the normal business day stated for a Task Area. The Contractor shall provide any overtime support requested by the NRC-PO and receive payment for the services performed in accordance with the overtime hourly rates established as part of this contract. NRC will pay the Contractor one-half the applicable overtime hourly-rate amount for each full 30-minute increment of services performed. Overtime services performed shall be paid on the basis of the first 1 to 29 minutes = half-hour OT paid, and there-after each full 30-minute increment after the first half-hour receives a half-hour of OT pay.
(examples: 10 minutes worked = half-hour OT, 45 minutes worked = half-hour OT,
80 minutes worked = 1-hour OT, 185 minutes worked = 3 hours OT)

B.9 DURATION OF CONTRACT

The period of performance of this contract shall begin with a 5-month base-period from 7/01/02 through 11/30/02 and include 3 additional one-year options thereafter.

The first 11 work-days of the base-period in July (7/01/02-7/16/02 excluding 7/04/02) shall be used to orient the Contractor 's on-site representative with the overall NRC facility and the various available resources (key personnel contacts, use of NRC-specific software applications, locations of equipment/materials, etc.) and to clarify/update the requirements and procedures of the task oriented guidance in Attachment-A. At the end of this initial 2-week period, the Contractor and NRC-PO shall reach agreement on the final current version of Attachment-A.

The following 11 work-days of the base-period in July (7/17/02-7/31/02), shall be used to convert the operation of the ASC front desk (Task Area #1 - Subtask -A) from NRC staff to the Contractor and provide on-site support for NRC Property Management services (Task Area #2 - Subtasks A-E). During this period the Contractor shall receive briefings on the status of various

related projects, provision of services, update of tracking reports, completion of activity logs, contacts for non-ASC services, use of the NRC network and related systems and location of various related documents and reference materials, and also assist with property inventory services.

On August 1, 2002, the Contractor shall have the onsite personnel fully staffed and coverage provided for all services

B.10 GENERAL CONTRACT DELIVERABLES

In addition to the reports listed in Attachment-A for each Task Area, the Contractor shall provide the NRC-PO with the information reports listed below, organized by each Task Area:

B.11 MONTHLY REPORTS:

The Contractor shall provide the following information in a monthly report to the NRC-PO within 2-weeks after the completion of each calendar-month:

- An updated copy of the current procedures and guidance for Attachment-A (if any change in procedures/services has occurred since the previous month);
- A list of all discrepancies/complaints during the period;
- A list of any discrepancies/complaints during the period which were determined by the NRC-PO to be "valid-complaints";
- A list of any discrepancies/complaints during the period which were the same or similar to previous discrepancies/complaints;
- For each "valid-complaint" listed for the period, identification of the corrective action implemented by the Contractor to prevent the same or similar discrepancy from happening again.

B.12 ANNUAL REPORT:

The Contractor shall maintain a record of the quantity of each type of service provided during the preceeding annual federal fiscal-year period. Within 2 weeks after completion of each fiscal-year, the Contractor shall provide the NRC PO with a report identifying the quantity of each type of service provided during the preceeding year.

B.13 PERFORMANCE MEASURE:

Failure by the Contractor to comply with any of the:

A.) General Contract Requirements of this contract;
B.) Specific requirements stated for an individual Task Area, or;
C.) The current procedures in Attachment-A;

shall constitute a **"valid-complaint"** under this contract.

B. 14 PERFORMANCE STANDARD:

No more than four (4) total discrepancies per calendar-month period, in which the NRC-PO verifies the discrepancy is a "valid-complaint" for non-compliance with any Contract Requirements.

B.15 PERFORMANCE INCENTIVE:

NRC will deduct the following amounts from the monthly invoice payment for any month in which the Contractor fails to comply with the contract performance standard stated above:

0-4 Valid-complaints per calendar-month period will result in no deduction;
5 Valid-complaints per calendar-month period will result in 1% of the total monthly invoice being deducted;
6 Valid-complaints per calendar-month period will result in 2% of the total monthly invoice being deducted;
7 Valid-complaints per calendar-month period will result in 3% of the total monthly invoice being deducted;
8 Valid-complaints per calendar-month period will result in 4% of the total monthly invoice being deducted;
9 Valid-complaints per calendar-month period will result in 5% of the total monthly invoice being deducted.

NOTE: Under the Performance Incentives listed above, NRC will not deduct more than a total of 5% from the monthly invoice.

ATTENTION: NRC understands that during the initial start-up of this contract there will be a higher incidence of mistakes than is a true reflection of the Contractor's normal performance level. Accordingly, during the first month of this contract (July, 2002) NRC will not take a monetary deduction for the Contractor exceeding the allowable number of valid-complaints.

B.16 TASK AREA #1: ON-SITE SUPPORT FOR THE NRC ADMINISTRATIVE SERVICES CENTER (ASC)

SUBTASK #A = OPERATION OF THE ASC CUSTOMER-SERVICE HELP-DESK (CSHD)

(HISTORICAL STAFFING USED = **1.2 FTE)**

The NRC Administrative Services Center (ASC) includes a central "Customer Service Help Desk" (CSHD) located on the 2nd-floor of the NRC One White Flint North Building in Rockville, Maryland. The services available from the ASC CSHD are provided continuously throughout each federal workday (Monday-Friday, from 7:15am-5:00pm except federal holidays). The Contractor shall provide continuous coverage and support for the following services during these hours:

1. Monitor incoming NRC customer service requests.

NRC customer service requests are submitted to the ASC CSHD by:

(A) customers arriving at the CSHD physical location (in person);
(B) customers telephoning the CSHD;
(C) customers e-mailing the CSHD;
(D) customers submitting a service-request via the ASC Service Request System (SRS) (note: the SRS is an internal NRC network-based automated Service request submittal/tracking system).

During the hours of operation for the CSHD, the Contractor shall continuously monitor incoming customer service requests from the four (4) communication methods listed above in accordance with the procedures in Attachment-A.

2. Refer customers to service-specific contacts.

In the event an incoming request for service or information is not within the scope of services provided directly by the CSHD, the Contractor shall accurately refer customers to the appropriate contacts in accordance with the procedures in Attachment-A.

3. Schedule meeting room reservations for customers.

The Contractor shall schedule and coordinate meeting room reservations (including requirements for Video-Teleconferencing) in accordance with the procedures in Attachment-A.

4. Distribute, receive and track NRC Dosimeter badges.

The Contractor shall process NRC customer requests for the issue/return and tracking of NRC Dosimetry badges in accordance with the procedures in Attachment-A.

5. Distribute/Track NRC Monthly Transit Subsidy.

The Contractor shall distribute and track the NRC monthly transit subsidy provided to NRC employees in accordance with Attachment-A.

6. Distribute/Track NRC Systems Furniture Keys.

The Contractor shall distribute and track NRC systems furniture keys in accordance with Attachment-A.

7. Maintain and distribute ASC forms and publications, and assist customers with accurate form completion.

The Contractor shall distribute ASC-related forms and assist customers with their completion in accordance with the procedures in Attachment-A.

8. Process NRC Visitor Parking Requests

The Contractor shall coordinate requests for on-site parking at the NRC Headquarters location for persons visiting the NRC location in accordance with the procedures listed in Attachment-A.

9. Special Item Loan

The Contractor shall manage the inventory and loan of a "point and shoot" camera with film and international travel kits (electrical converters and adaptors that allow use of U.S. appliances in foreign countries).

SUBTASK #B: COORDINATION AND SUPPORT OF NRC HEADQUARTERS SPECIAL EVENTS/SERVICES

(HISTORICAL STAFFING USED = **1.8 FTE**)

1. Support for Commission functions.
The Contractor shall provide support for NRC Commission functions in accordance with the procedures in Attachment-A.

2. Support for NRC Bulletin Boards.
The Contractor shall provide support for NRC Bulletin Boards in accordance with the procedures in Attachment-A.

3. Support for NRC Office Signage.
The Contractor shall provide support for NRC Office Signage in accordance with the procedures in Attachment-A.

4. Support for NRC Flags.
The Contractor shall provide support for NRC-owned Flags in accordance with the procedures in Attachment-A.

5. Scheduling and Coordination of NRC Special Events
The Contractor shall provide support for scheduling and coordination of NRC Special Events and Special Services in accordance with the procedures in Attachment-A.

6. Incidental Administrative Services Tasks (IST's)
The Contractor shall provide services to support incidental requests for administrative services in accordance with the procedures in Attachment A.

OPTIONAL RELATED SUBTASK:

SUBTASK C: Support for NRC Audiovisual Services

The Contractor shall provide on-site supplemental support for NRC audiovisual services including assistance with project/expense tracking, activity report tracking, equipment maintenance tracking and coverage for operation of NRC A/V and photographic equipment.

(HISTORICAL STAFFING USED = **1.0 FTE**)

B.17 TASK AREA #2: ON-SITE SUPPORT FOR NRC PROPERTY MANAGEMENT SERVICES

(HISTORICAL STAFFING USED = **1.0 FTE for Subtasks A-E)**

SUBTASK #A = **Physical inspection and support for NRC on-site meeting rooms.**
The Contractor shall periodically inspect NRC on-site meeting rooms in accordance with the procedures listed in Attachment-A.

SUBTASK #B. **Filing and organization of NRC Property Management Reference Materials and related records.**
These materials shall be organized in accordance with the procedures in Attachment-A;

SUBTASK C. **Performance of accurate data-entry of NRC Property Management transactions into the NRC Property Management database.**
The Contractor shall ensure each transaction is completed/documented in accordance with the procedures in Attachment-A.

SUBTASK D. **Physical assistance with the inventory of NRC furniture, equipment and supplies.**
The Contractor shall provide support for the inventory of NRC furniture, equipment and supplies in accordance with the procedures in Attachment-A.

SUBTASK E. **On-site property identification and assistance.**
The Contractor shall provide property identification and assistance in accordance with the procedures in Attachment-A.

OPTIONAL RELATED SUBTASK:

SUBTASK F. **Physical Distribution Services.**
The Contractor shall provide services to move/pickup/deliver NRC equipment, furniture, materials and supplies between internal NRC locations and also between other locations within the Washington Metro Area. These services will include operation of NRC moving vehicles/equipment and/or provision of supplemental moving equipment/labor for large projects.
(HISTORICAL STAFFING USED = **2.0 full-time FTE & .5 on-call)**

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on

Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work

performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.c. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.c. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

C.2 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) SUPPLIES (OTHER THAN PROCUREMENT FROM A NONMANUFACTURER IN SUCH SUPPLIES). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of

materials.

(3) GENERAL CONSTRUCTION. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

C.3 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at lease $100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least $500,000 per occurrence.

C.4 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

[] (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

[] (ii) Alternate I to 52.219-5.

[] (iii) Alternate II to 52.219-5.

[X] (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

[] (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

[X] (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

[] (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I of 52.219-23.

[] (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[X] (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[] (12) 52.222-26, Equal Opportunity (E.O. 11246).

[X] (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

[X] (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

[X] (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

[X] (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

[] (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

[] (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

[] (ii) Alternate I of 52.225-3.

[] (iii) Alternate II of 52.225-3.

[] (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[] (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[] (24) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).

[X] (25) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).

[] (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[] (28)(i) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241).

[] (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

[X] (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). General Clerk IV - 4 personnel - $17.04

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

C.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.

C.7 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 30 of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 four years.

C.8 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

C.9 2052.204-70 SECURITY

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

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

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

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

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

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

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

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

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

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

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

C.10 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.

C.11 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

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

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

CONTRACTOR SECURITY REQUIREMENTS FOR LEVEL I

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

The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including 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 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. 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 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 which is incorporated into this contract by reference as though fully set forth herein. 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. 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 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.

C.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

C.13 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (DEC 1995)

(a) The NRC will provide the contractor with the following items for use under this contract:

-PC workstation which is connected to the NRC network -Office supplies furnished by the NRC PO. Contractor personnel may not pick up supplies from the NRC supply store on their own. -Applications hardware and software required to perform SOW functions

(b) Only the equipment/property 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 performance of the contract shall be furnished by the Contractor.

C.14 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."

C.15 2052.215-71 PROJECT OFFICER AUTHORITY-ALTERNATE 2

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

Name: Renea Bailey

Address: USNRC
Division of Administrative Services
MS O-2B2
Washington, DC 20555

Telephone Number: 301-415-2265

(b) The project officer shall:

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

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

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

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

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

C.16 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment no.	Title
1	Fixed Price Billing Instructions
2	NRC form 187 Security Specifications
3	ACH Vendor Payment Form
4	SCA Wage Determination
A	Detailed ASC Procedures
Exhibit	
1	ASC Services not Provided by the CSHD
2	Handbook for Video Teleconferencing
3	VTC Administrator
4	NRC form 546 Full Share Program
5	NRC form 505 Parking Permit Application
6	NRC form 505A PArking Permit Application
7	FIXIT Format
8	UNICOR Signage Quotation Request
9	List NRC Conference Rooms
10	List of Types of Requests Requiring Special Approval
11	OWFN Copy Room Inventory Worksheet
12	TWFN Copy Room Inventory Worksheet
13	Auditorium Management Scheduling System
14	Special Events Description
15	Conference Room Scheduling and Management

NRC FORM 187
(1-2000)
NRCMD 12

U.S. NUCLEAR REGULATORY COMMISSION

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

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

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

FOCUS AMC, Inc.
333 Main Street
Suite 201
Gaithersburg, MD 20878

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

NRC-10-02-151

B. PROJECTED START DATE	C. PROJECTED COMPLETION DATE
07/01/2002	11/30/2005

2. TYPE OF SUBMISSION

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

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

A. DOES NOT APPLY	B. CONTRACT NUMBER	DATE
[x]		

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

ACQUISITION OF ADMINISTRATIVE SUPPORT SERVICES

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION
- [ ] YES (If "YES," answer 1-7 below)
- [x] NO (If "NO," proceed to 5.C.)

	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	[x]	[ ]	[ ]	[ ]	[ ]
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	[x]	[ ]	[ ]	[ ]	[ ]
3. GENERATION OF CLASSIFIED MATTER.	[x]	[ ]	[ ]	[ ]	[ ]
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	[x]	[ ]	[ ]	[ ]	[ ]
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	[x]	[ ]	[ ]	[ ]	[ ]
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	[x]	[ ]	[ ]	[ ]	[ ]
7. OTHER (Specify)	[ ]	[ ]	[ ]	[ ]	[ ]

B. IS FACILITY CLEARANCE REQUIRED? [ ] YES [x] NO

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

D. [ ] ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

E. [x] ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

F [x] 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	SIGNATURE	DATE
Renea Bailey, NRC Project Officer	A. Renea Bailey	5/28/02

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 **Valeria Wilson, Director, DAS**	Valeria J. Wilson	6/3/02
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY **Thomas Martin, Director, DFS**	T. Dan Martin	6/4/02
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) **Timothy Hagan, Director, DCPM**	Stephen Pool	6/14/02

REMARKS

STANDARD FORM 98
Rev. Feb. 1973
DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

(See Instructions on Reverse)

1. NOTICE NO.
A 234029

MAIL TO:

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

2. Estimated solicitation date *(use numerals)*

Month	Day	Year
05	15	2002

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

Month	Day	Year
06	01	2002

4. Date contract performance to begin *(use numerals)*

Month	Day	Year
07	01	2002

ACE(S) OF PERFORMANCE
ockville, MD

Montgomery MD

6. SERVICES TO BE PERFORMED *(describe)*
Administrative Support Services

FORMATION ABOUT PERFORMANCE

A. Services now performed by a contractor

B. ☒ Services now performed by Federal employees

C. ☐ Services not presently being performed

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

Name and address of incumbent contractor

None

b. Number(s) of any wage determination(s) in incumbent's contrac

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

OFFICIAL SUBMITTING NOTICE

NED:

DATE
5/3/02

E OR PRINT NAME
Stephen M. Pool

TELEPHONE NO.
301-415-8168

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

EPA
U.S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Mailstop MS T-7-I-2
Washington, DC 20555

RESPONSE TO NOTICE
(by Department of Labor)

A. ☒ The attached wage determination(s) listed below apply to procurement.
1994-2103 (26)

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

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

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

Signed:

(U.S. Department of Labor)

STANDARD FORM 98a
February 1973
U.S. DEPARTMENT OF LABOR
Employment Standards Administration

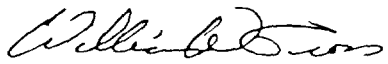
NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

(Attachment A)

11. NOTICE NO.
234029

12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
General Clerk IV	4	17.04

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



William W. Gross
Director

Division of
Wage Determinations

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

Wage Determination No.: 1994-2103
Revision No.: 26
Date of Last Revision: 05/29/2002

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 I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.94
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	11.68
General Clerk II	13.72
General Clerk III	15.32
General Clerk IV	18.74
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	14.74
Order Clerk II	16.29
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.28
Rental Clerk	15.42
Scheduler, Maintenance	14.06
Secretary I	14.71
Secretary II	15.35
Secretary III	18.49
Secretary IV	19.57

Secretary V	22.79
Service Order Dispatcher	14.04
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.94
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	11.63
Travel Clerk II	12.49
Travel Clerk III	13.41
Word Processor I	11.80
Word Processor II	14.22
Word Processor III	16.65

Automatic Data Processing Occupations

Computer Data Librarian	11.69
Computer Operator I	13.30
Computer Operator II	15.67
Computer Operator III	18.60
Computer Operator IV	18.94
Computer Operator V	22.94
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	26.99
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.06

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	21.38
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	16.01
Motor Vehicle Upholstery Worker	17.03
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 I	10.41
Cook II	11.87
Dishwasher	8.76
Food Service Worker	9.01
Meat Cutter	16.07
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	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	9.67
Elevator Operator	9.79
Gardener	12.98
House Keeping Aid I	9.02
House Keeping Aid II	9.28
Janitor	9.64
Laborer, Grounds Maintenance	10.75
Maid or Houseman	9.28
Pest Controller	11.85
Refuse Collector	10.88
Tractor Operator	12.73
Window Cleaner	10.51
Health Occupations	
Dental Assistant	14.36
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.43
Licensed Practical Nurse II	16.20
Licensed Practical Nurse III	18.13
Medical Assistant	11.76
Medical Laboratory Technician	13.93
Medical Record Clerk	13.57
Medical Record Technician	14.21
Nursing Assistant I	8.46
Nursing Assistant II	9.52
Nursing Assistant III	11.94
Nursing Assistant IV	13.40
Pharmacy Technician	11.84
Phlebotomist	11.21
Registered Nurse I	22.54

Registered Nurse II	25.08
Registered Nurse II, Specialist	25.08
Registered Nurse III	32.38
Registered Nurse III, Anesthetist	32.38
Registered Nurse IV	38.81

Information and Arts Occupations

Audiovisual Librarian	18.95
Exhibits Specialist I	16.79
Exhibits Specialist II	20.99
Exhibits Specialist III	25.84
Illustrator I	17.03
Illustrator II	21.29
Illustrator III	26.20
Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	8.71
Counter Attendant	8.71
Dry Cleaner	9.83
Finisher, Flatwork, Machine	8.71
Presser, Hand	8.71
Presser, Machine, Drycleaning	8.71
Presser, Machine, Shirts	8.71
Presser, Machine, Wearing Apparel, Laundry	8.71
Sewing Machine Operator	10.63
Tailor	12.43
Washer, Machine	9.31

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	14.58
Fuel Distribution System Operator	19.38
Material Coordinator	16.97
Material Expediter	16.97
Material Handling Laborer	11.50
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 II)	12.69
Store Worker I	8.89
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	21.95
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	20.93
Carpenter, Maintenance	18.05
Carpet Layer	17.61
Electrician, Maintenance	22.59
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	20.93
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	10.70
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.24
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	19.04
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.41
Telecommunication Mechanic II	20.45
Telephone Lineman	20.93
Welder, Combination, Maintenance	19.03

Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.97
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Cashier	8.53
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.67
Mortician	21.63
Park Attendant (Aide)	12.15
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	14.06
Sales Clerk	10.04
School Crossing Guard (Crosswalk Attendant)	10.34
Sport Official	11.24
Survey Party Chief (Chief of Party)	14.92
Surveying Aide	9.27
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.18
Swimming Pool Operator	13.21
Vending Machine Attendant	10.20
Vending Machine Repairer	13.24
Vending Machine Repairer Helper	10.77
Personal Needs Occupations	
Child Care Attendant	11.37
Child Care Center Clerk	15.86
Chore Aid	8.05
Homemaker	16.45
Plant and System Operation Occupations	
Boiler Tender	20.85
Sewage Plant Operator	19.15
Stationary Engineer	20.85
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	19.72
Protective Service Occupations	
Alarm Monitor	15.04
Corrections Officer	17.69
Court Security Officer	18.84
Detention Officer	18.29
Firefighter	19.72
Guard I	9.51

Guard II	12.53
Police Officer	20.54
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.96
Air Traffic Control Specialist, Station (2)	19.97
Air Traffic Control Specialist, Terminal (2)	21.99
Archeological Technician I	14.57
Archeological Technician II	16.29
Archeological Technician III	20.20
Cartographic Technician	22.73
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	23.94
Drafter I	12.22
Drafter II	15.30
Drafter III	17.18
Drafter IV	21.49
Engineering Technician I	15.50
Engineering Technician II	17.99
Engineering Technician III	21.63
Engineering Technician IV	24.82
Engineering Technician V	30.35
Engineering Technician VI	36.72
Environmental Technician	19.29
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	20.36
Instructor	23.34
Laboratory Technician	15.98
Mathematical Technician	23.39
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07
Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	23.99
Unexploded (UXO) Safety Escort	18.40
Unexploded (UXO) Sweep Personnel	18.40
Unexploded Ordnance (UXO) Technician I	18.40
Unexploded Ordnance (UXO) Technician II	22.27
Unexploded Ordnance (UXO) Technician III	26.69
Weather Observer, Combined Upper Air and Surface Programs (3)	16.64
Weather Observer, Senior (3)	19.38

Weather Observer, Upper Air (3)	16.64
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.09
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.60
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: $2.15 an hour or $86.00 a week or $372.67 a month

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, 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 ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance,

explosives, and incendiary material differential pay

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions

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

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

Conformance Process

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4)

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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