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

1 REQUISITION NO

PAGE 1 OF

2 CONTRACT NO: NRC-10-02-161

3 AWARD/EFFECTIVE DATE: AUG 01 2002

4 ORDER NO

MODIFICATION NO

5 SOLICITATION NO: RS-ADM-02-161

6 SOLICITATION ISSUE DATE

7 FOR SOLICITATION INFORMATION CALL

a NAME: Debbie Neff

b TELEPHONE NO (No Collect Calls): 301-415-8160

8 OFFER DUE DATE/LOCAL TIME

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. % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
- [X] 8(A)

NAICS 561110
SIZE STANDARD $6.0M

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

12 DISCOUNT TERMS

- [ ] 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
Div of Contracts and Property Mgmt
Two White Flint North - MS T-7-I-2
ATTN: Debbie Neff
Washington DC 20555

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 04RP5

8(a) Subcontractor

Strategic Staffing, Inc
1420 Prince Street
Suite 100

DUNS: 82-532-3371

Alexandria VA 22314-2803

TELEPHONE NO

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

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

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

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	See Section B.1				

25 ACCOUNTING AND APPROPRIATION DATA

26 TOTAL AWARD AMOUNT (For Govt. Use Only)

- [ ] 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
- [XX] 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA — [XX] ARE [ ] ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 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 [XX]

29 AWARD OF CONTRACT REFERENCE your OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS. [X]

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b NAME AND TITLE OF SIGNER (TYPE OR PRINT): GLENN T. BROWN, TREASURER

30c. DATE SIGNED: 7/31/02

31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Mary H. Mace

31c. DATE SIGNED: 8-1-2002

AUTHORIZED FOR LOCAL REPRODUCTION

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

TEMPLATE-ADM-001

ADM-02

Table of Contents

Page

SECTION B - CONTINUATION BLOCK **B-1**

B.1 PRICE SCHEDULE B-1

SECTION C - CONTRACT CLAUSES **C-1**

C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE C-1
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) C-1
C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002) C-1
C.4 52.219-17 SECTION 8(A) AWARD (DEC 1996) C-4
C.5 52.216-18 ORDERING (OCT 1995) C-4
C.6 52.216-19 ORDER LIMITATIONS (OCT 1995) C-4
C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995) C-5
C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) C-5
C.9 2052.204-70 SECURITY C-5
C.10 SEAT BELTS C-7
C.11 SITE ACCESS BADGE PROCEDURES C-7
C.12 2052.204-71 SITE ACCESS BADGE REQUIREMENT C-7
C.13 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES C-8
C.14 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (DEC 1995) C-9
C.15 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS (NOV 1989) C-9
C.16 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (ALTERNATE 1) C-10
C.17 2052.215-71 PROJECT OFFICER AUTHORITY C-10
C.18 2052.216-72 TASK ORDER PROCEDURES (OCT 1999) C-12
C.19 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993) C-12
C.20 ELECTRONIC PAYMENT C-13
C.21 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002) C-13
C.22 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991) C-13
C.23 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS C-14

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS C-14

SECTION B - CONTINUATION BLOCK

B.1 PRICE SCHEDULE

A. BASE PERIOD (8/1/02 - 7/31/03)

Item No.	Category	Min. Hrs.	Max. Hrs.	Fixed Hourly Rates	Fixed Overtime Rates
1	*General Clerk I			$20.99	$31.48
2	*General Clerk II			$24.08	$36.13
3	*General Clerk III			$26.51	$39.77
4	*General Clerk IV			$31.70	$47.55
5	*Word Processor I			$21.17	$31.76
6	*Word Processor II			$24.84	$37.26
7	*Word Processor III			$28.53	$42.80
8	*Secretary I			$25.59	$38.38
9	*Secretary II			$26.56	$39.84
10	*Secretary III			$31.32	$46.98
11	*Secretary IV			$32.96	$49.44
12	*Secretary V			$37.85	$56.77
1-12		1,400	34,320		

*A description of these categories may be found in the Statement of Work.

B. OPTION YEAR ONE (8/1/2003 - 7/31/2004)

Item No.	Category	Min. Hrs.	Max. Hrs.	Fixed Hourly Rates	Fixed Overtime Rates
1	*General Clerk I			$20.99	$31.48
2	*General Clerk II			$24.08	$36.13
3	*General Clerk III			$26.51	$39.77
4	*General Clerk IV			$31.70	$47.55
5	*Word Processor I			$21.17	$31.76
6	*Word Processor II			$24.84	$37.26
7	*Word Processor III			$28.53	$42.80
8	*Secretary I			$25.59	$38.38
9	*Secretary II			$26.56	$39.84
10	*Secretary III			$31.32	$46.98
11	*Secretary IV			$32.96	$49.44
12	*Secretary V			$37.85	$56.77
1-12		1,400	34,320		

*A description of these categories may be found in the Statement of Work.

C. OPTION YEAR TWO (8/1/2004 - 7/31/2005)

Item No.	Category	Min. Hrs.	Max. Hrs.	Fixed Hourly Rates	Fixed Overtime Rates
1	*General Clerk I			$20.99	$31.48
2	*General Clerk II			$24.08	$36.13
3	*General Clerk III			$26.51	$39.77
4	*General Clerk IV			$31.70	$47.55
5	*Word Processor I			$21.17	$31.76
6	*Word Processor II			$24.84	$37.26
7	*Word Processor III			$28.53	$42.80
8	*Secretary I			$25.59	$38.38
9	*Secretary II			$26.56	$39.84
10	*Secretary III			$31.32	$46.98
11	*Secretary IV			$32.96	$49.44
12	*Secretary V			$37.85	$56.77
1-12		1,400	34,320		

*A description of these categories may be found in the Statement of Work.

SECTION C - CONTRACT CLAUSES

C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

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

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

www.arnet.gov

52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-29	TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS	FEB 2002

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(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).

[X] (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--Supplies (41 U.S.C. 10a-10d).

[] (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (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.).

[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.4 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.5 52.216-18 ORDERING (OCT 1995)

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

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

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

C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1400 hours per year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $1,000,000 per year;

(2) Any order for a combination of items in excess of $1,000,000 per year;

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

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

C.8 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 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days 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 3 years.

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 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.

C.11 SITE ACCESS BADGE PROCEDURES

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

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

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

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

C.12 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.13 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.14 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (DEC 1995)

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

The specific items will be identified in each individual task order.

(b) The above listed equipment/property is hereby transferred from contract/agreement N/A.

(c) 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.15 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS

(NOV 1989)

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

C.16 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (ALTERNATE 1)

a. NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays or emergency situations); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

b. When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for contractor employees performing work on-site at the NRC facility:

This contract contains no compensation and deduction policy. The contractor will only be paid actual hours worked.

c. The contractor shall not charge the NRC for work performed by on- site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

d. On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.

e. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

C.17 2052.215-71 PROJECT OFFICER AUTHORITY

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

Name:	Jeanne Cucura
Address:	U.S. Nuclear Regulatory Commission Office of Administration Mail Stop T 7I2 Washington, DC 20555
Telephone Number:	301-415-6538

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.18 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

(1) Scope of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance - place of performance;

(4) Applicable special provisions;

(5) Technical skills required; and

(6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds $100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

(1) Statement of work/meetings/travel and deliverables;

(2) Reporting requirements;

(3) Period of performance;

(4) Key personnel;

(5) Applicable special provisions; and

(6) Total task order amount including any fixed fee.

C.19 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the

contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

C.20 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.21 APPROPRIATE USE OF GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) EQUIPMENT AND/ OR IT SERVICES/ ACCESS (MARCH 2002)

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and / or IT provided services, and/ or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) are prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses or any other unauthorized usage.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/ or IT services, and/ or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/ or IT access arising from contractor personal usage, or misuse or abuse; and/ or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/ or IT access; and/ or to terminate for cause the contract or delivery order arising from violation of this provision.

C.22 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

C.23 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment No.	Title
1	Statement of Work
2	Fixed Price Billing Instructions
3	NRC Form 187 Security Specifications
4	ACH Vendor Payment Form
5	Wage Determination No. 1994-2103, Rev. 26 dtd 5/29/2002

Enclosure 1

UNITED STATES NUCLEAR REGULATORY COMMISSION
PERFORMANCE WORK STATEMENT

Background

The Office of Administration is required to provide various Administrative and Clerical Support Services to the agency.

Objective

The purpose of this contract is to provide the U.S. Nuclear Regulatory Commission (NRC) with supplemental Administrative and Clerical Support Services. The Contractor, as an independent contractor, shall provide high quality, timely, reliable, dependable, responsive, courteous, customer-oriented administrative and clerical support services to the NRC.

Scope of Work

The Contractor shall provide a range of administrative and clerical support services to the U.S. Nuclear Regulatory Commission Headquarter offices locations located at 11545 and 11555 Rockville Pike, Rockville, Md. The contractor, including any consultants and/or subcontractor, is responsible for providing the management, supervision, benefits, employment, termination, oversight, and assignment of all personnel to perform the requirements set forth in the contract.

The Administrative Services and Clerical Support duties include:

a. general typing utilizing word processing equipment or other automated systems; typing a variety of letters, reports, memoranda, and other documents of a technical and non-technical nature in final form; and ensuring that all documents are proofread, grammatically correct, and complete.

b. maintaining a tracking system manually, or by utilizing an existing automated tracking system, for tracking the status of controlled correspondence or action items within the designated office.

c. serving as receptionist to the designated office in which assigned which includes receiving telephone calls and visitors, and referring them to the proper individual for consideration, placing telephone calls and making appointments for the staff based on requests from staff members, and personally responding to inquiries of a routine nature involving non-technical information.

d. arranging conferences and/or meetings for the staff, making all the necessary arrangements for conference rooms, audiovisual equipment, or other materials required.

e. preparing travel authorizations and making all arrangements necessary for official travel, preparing travel vouchers, itineraries, reservations, trip reports, etc., required by the traveler.

f. establishing, maintaining, or revising an adequate filing system for the office. Disposing of records in accordance with an approved records disposition schedule.

g. providing other needed support to the office, including scheduling appointments, preparing time and attendance, reviewing and disseminating mail, and maintaining office supplies and forms.

h. performing administrative support in copying, assembling, and indexing agency administrative reports, hearing records, and litigation files.

i. performing time and attendance data entry, processing, and management in the agency Human Resource Management System (HRMS).

a. performing all aspects of electronic processing, profiling, and filing of documents using the Agency Document Management System (ADAMS).

b. performing administrative/clerical functions while assisting at conferences which may be off-site.

Qualifications, Knowledge, and Experience

The Contractor personnel shall possess and demonstrate the following:

- ability to communicate orally and in writing, communicate effectively and deal with the public and government officials in a professional manner;
- proficient in typing and in the use of word processing equipment or other automated systems sufficient to prepare correspondence, memoranda, reports and other documents from handwritten drafts;
- knowledge of proper grammar, spelling, punctuation, and the ability to acquire knowledge in all applicable NRC correspondence procedures sufficient to review documents for correctness, proper format, and completeness;
- knowledge of general office functions sufficient to properly distribute mail, refer telephone callers and visitors, and respond to inquiries regarding routine matters involving non-technical information;
- ability to acquire knowledge of NRC travel regulations sufficient to make travel arrangements for the office and prepare related travel documents;
- knowledge of filing principles and procedures sufficient to establish, maintain, and revise office files, including disposition of records;
- ability to acquire knowledge of ADAMS and HRMS*;

*Knowledge will be obtained through on the job training.

- ability to organize and carry out work responsibilities efficiently and effectively with minimum direction;

- skill in meeting and dealing with personnel at all levels, displaying tact and diplomacy at all times; and

- skill in organizing, indexing, tabbing, and copying large volumes of litigation and administrative records.

Guidelines in performing the above duties are the NRC Correspondence and Filing Manuals, office manuals pertaining to the preparation of correspondence and receipt, control and handling of classified documents, and applicable handbooks of the NRC Directives pertaining to administrative form preparation, T&A procedures, travel regulations, and security regulations regarding classified and sensitive material.

Special Projects

On occasion, the NRC may have a requirement for a dedicated/intensified period, i.e., 30 days, 60 days, 90 days, etc. to work on a special project. Through a task order, the contractor agrees to provide support from the clearance pool to handle occasional these type of services as they arise.

Contractor Responsibility

The Contractor shall provide qualified administrative service support and clerical personnel that meet the minimum skill requirements identified in the Department of Labor's "Service Contract Act Directory of Occupations" position descriptions as follows:

Administrative Services and Clerical Support:

1. Provides principal support in an office, usually to one individual, and in some cases, also to the subordinate staff of that individual. Types approximately 45 WPM/3 errors and be proficient in the use of a personal computer. The Agency's primary word processing equipment is IBM compatible personal computers using Corel WordPerfect 8.0 and the Corel WordPerfect Suite 8 software. Performs tasks requiring a knowledge of software as specified on each work order. Operates the software to enter, store, retrieve, merge, change, and present text or tabulations. Types letters, memoranda, trip reports, travel vouchers, reports, staff papers, tabular or statistical material and administrative forms from both rough drafts and final forms.

   Material will often involve highly technical and specialized terminology. On occasion, the contractor will be requested to provide individuals with proficiency in Corel Quatro Pro and Presentations, Access, dBase III Plus, Lotus 1-2-3 (version 4 and above), WordPerfect 8.0 Microsoft Excel and Powerpoint.

2 Ensures all work is accurate with regard to required format, typing and conformance to correspondence procedures, in draft and in final form.

3. Receives phone calls for the office staff politely and efficiently and refers call to the proper individual.

4. Receives and distributes incoming mail.

5. Performs routine clerical work involving minimal specialized training such as maintaining simple records and filing various documents and reports.

6. Copies a variety of materials as requested and often assembles these materials for use in briefings, speeches, etc.

7. As requested, arranges conferences or meeting for the professional staff, including arrangements for conference rooms, equipment, etc.

8. Assembles, indexes, copies, and tabs administrative reports, litigation files, and hearing records.

9. Performs time and attendance tasks, including use of the agency's HRMS.

10. Performs electronic document profiling and distribution using ADAMS.

Office Standard Operating Procedures and Applicable Agency Laws and Regulations

The contractor personnel shall acquire a complete understanding and become knowledgeable with and apply the Office's Standard Operating Procedures, training information security, document record keeping, correspondence instructions, laws and the agency's regulations, policies.

Specialized Training

The NRC will train contractor employees performing administrative services support for the NRC in specialized system/software use such as ADAMS, HRMS, and Groupwise, which are unique to agency operating procedures.

Minimum Labor Requirements

All contractor employees provided under this contract shall be U.S. citizens and shall be fluent in the English language. They shall also possess a high school diploma or General Equivalency Diploma (GED). At all times, they shall dress appropriately for a professional office environment when performing work under this contract. All contractor service employees must receive the appropriate NRC security approval/clearance as a prerequisite to performing services required under this contract.

Work Hours

The NRC's Regular Working Hours are Monday through Friday between 7:30 a.m. and 4:15 p.m. excluding Federal holidays which are specified below. Specific work hours for particular NRC offices will be established in the individual task order. The contractor shall be paid only for the hours the contractor employee's perform work. There may be overtime, holiday or weekend work required. All proposed overtime work (in excess of 40 hours a week) must be pre-

approved by the NRC Project Officer. Payment will not be rendered for overtime work that has not been pre-approved. Work in excess of the established hours in each task order must be pre-approved by the NRC Project Officer. The contractor will not be paid when contractor employees are precluded from working as a result of office closings, government-wide shutdowns, inclement weather, facilities breakdowns, holiday, etc.

The following holidays are recognized by the Federal Government:

1. New Year's Day
2. Inauguration Day
3. Martin Luther King Day
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9 Veteran's Day
10. Thanksgiving Day
11. Christmas Day

Government Furnished Equipment, Facilities and Supplies

The NRC will provide all equipment, supplies, materials, and office space necessary to perform the required services described in each task order. All government-furnished Property (GFP) is for official government business only. Only NRC authorized software and applications may be used. Contractor employees are not permitted to use any GFP for personal use or gain (i.e., photocopying machines, personal diskettes, PCs, fax machines, internet, etc.).

Substitution of Contractor Employees

The assigned contractor personnel, as determined by the individual task orders, shall be deemed a key personnel for purposes of each task order, and the contractor shall obtain the approval of the NRC Project Officer in assigning and/or replacing any key personnel position with other contractor employees. In the event of temporary absence (e.g. vacation leave, sick leave, etc) the contractor shall immediately provide a qualified substitute employee to perform the duties of the assigned key personnel.

The NRC reserves the right to disapprove at any time, without previous notice, any contractor employee assigned who is either unable or unwilling to perform the work within the scope of the contract and/or task order. The contractor shall provide a substitute within 24 hours. If the contractor cannot provide a substitute within this period, the NRC retains the right to cancel the remainder of the task order at no cost to the NRC and obtain the required services from another source.

Placement of Task Orders

At a minimum, the contractor shall be able to receive a task order between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Work orders may be placed telephonically by the contracting officer, project officer, or authorized representatives. All work orders will include the following minimum information:

1. Skill category request (Administrative Services and Clerical Support)
2. Dates of required services
3. Agency contact person
4. Specific work location
5. Working hours
6. Restrictions or limitations
7. Type(s) of equipment the temporary employee must be able to operate and use
8. Call number for the order

Required Contractor Response Time to Task Orders

The Contractor shall be required to provide qualified personnel in the skill categories requested within 48 hours of receiving the NRC's task order for services. If personnel are required to report to the NRC within 24 hours, the contractor shall make a good faith effort to provide such services.

Non-Disclosure/Confidentiality Agreement.

Contractor employee(s) will be handling files that include internal "for official use" information, personal information subject to the Privacy Act, source selection information (FAR 3:104), information that is proprietary to other government contractors, and information that is protected by the attorney-client and attorney-work product privilege. Neither the contractor nor any of its officers and employees may disclose such information to anyone outside the Nuclear Regulatory Commission. Contractor employee(s) will be required to sign a Non-Disclosure/Confidentiality Agreement (copy attached).

Non-Personal Services Understanding

The Contractor and the contractor employee(s) acknowledge that the services provided to the Nuclear Regulatory Commission under a task order do not create an employer-employee relationship between the government and the contractor employee(s). The contractor's employee(s) supervision, terms of employment, hiring, termination, assignment, work conditions, payments and benefits, including leave, are approved and derived solely from employment

through and with the contractor. The Contractor employee(s) will be required to sign a Non-Personal Services Understanding Statement (copy attached).

Customer Satisfaction Requirements

The Contractor is required to perform the effort described in this Performance Work Statement in a manner that is satisfactory to the NRC and that will ensure success. The Performance Evaluation Report (Scorecard) attached identifies the areas in which performance is critical to the success of this effort and the satisfaction of the NRC as a client, and indicates the manner in which customer satisfaction will be rated.

Customer satisfaction under each task order issued will be assessed by the Task Order Manager on a quarterly basis as it relates to each of the areas in the Performance Evaluation Report. The Task Order Manager will complete the Performance Evaluation Report to provide a rating recommendation to the NRC Project Officer for review and approval. Upon approval, the NRC Project Officer will provide the recommendation to the Contracting Officer (with a copy to the Contractor) for action. A deduction of 1% of the total quarterly billing will be taken for each rating of "unsatisfactory" on the Performance Evaluation Report under each task order, for up to a total of 7% per task order. The Contractor shall address ratings of "unsatisfactory" in writing within 30 days of receiving a copy of the report and describe the means for improvement in any area receiving these ratings.

Department of Labor Job Descriptions for General Clerk, Word Processor, and Secretary Skill Categories

01115 GENERAL CLERK I

Follows a few clearly detailed procedures in performing simple repetitive tasks in the same sequence, such as filing precoded documents in a chronological file or operating office equipment, e.g., mimeograph, photocopy, addressograph or mailing machine.

01116 GENERAL CLERK II

Follows a number of specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file, simple posting to individual accounts, opening mail, running mail through metering machines, and calculating and posting charges to departmental accounts. Little or no subject-matter knowledge is required, but the clerk needs to choose the proper procedure for each task.

01117 GENERAL CLERK III

Work requires a familiarity with the terminology of the office unit. Selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others.

01118 GENERAL CLERK IV

Uses some subject-matter knowledge and judgement to complete assignments consisting of numerous steps that vary in nature and sequence. Selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records; verifying statistical reports for accuracy and completeness; and handling and adjusting complaints. May also direct lower level clerks. Positions above level IV are excluded. Such positions (which may include supervisory responsibility over lower level clerks) require workers to use a thorough knowledge of an office's work and routine to: 1) choose among widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments Typical jobs covered by this exclusion include administrative assistants, clerical supervisors, and office managers.

01611 WORD PROCESSOR I

Produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing; a knowledge of grammar, punctuation and spelling; and ability to use reference guides and equipment manuals. Performs familiar, routine assignments following standard procedures. Seeks further instructions for assignments requiring deviations from established procedures.

01612 WORD PROCESSOR II

Uses a knowledge of varied and advanced functions of one software type, a knowledge of varied functions of different types of software, or a knowledge of specialized or technical terminology to perform such typical duties as: Editing and reformatting written or electronic drafts. Examples include: Correcting function codes; adjusting spacing and formatting; and standardizing headings, margins, and indentations. Transcribing scientific reports, lab analyses, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical, or scientific terminology. Work requires familiarity with office terminology and practices; incumbent corrects copy and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Task Manager sets priorities and deadlines on continuing assignments, furnishes general instructions for recurring work, and provides specific instructions for new or unique projects. May lead lower level word processors.

01613 WORD PROCESSOR III

Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions. Independently completes assignments and resolves problems.

01311 THRU 01315 SECRETARY I thru V (Occupational Base)

Provides principal secretarial support in an office, usually to one individual, and, in some cases, also to the subordinate staff of that individual. Maintains a close and highly responsive relationship to the day-to-day activities of the task manager and staff. Works fairly independently, receiving a minimum of detailed supervision and guidance. Performs varied clerical and secretarial duties requiring a knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office.

Classification by Level Secretary jobs which meet the required characteristics are matched at one of five levels according to two factors: (a) Level of the secretary's task manager within the overall organizational structure, and (b) level of the secretary's responsibility. The table following the explanations of these factors indicates the level of the secretary for each combination of factors. Level of Secretary's Task Manager (LS).

Secretaries should be matched with one of the three LS levels below that best describes the organization of the task manager.

- LS-1
- Organizational structure is not complex and internal procedures and administrative controls are simple and informal; task manager directs staff through face-to-face meetings.
- LS-2
- Organizational structure is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc.; task manager usually directs staff through intermediate staff; and internal procedures and administrative controls are formal. An entire organization (e.g., division, subsidiary, or parent organization) may contain a variety of subordinate groups which meet the LS-2 definition. Therefore, it is not unusual for one LS-2 supervisor to report to another LS-2 supervisor.
- The presence of subordinate task manager does not by itself mean LS-2 applies, e.g., a clerical processing organization divided into several units, each performing very similar work, is placed in LS-1.
- In smaller organizations or industries such as retail trades, with relatively few organizational levels, the task manager may have an impact on the policies and major programs of the entire organization, and may deal with important outside contacts as described in LS-3.
- LS-3
- Organizational structure is divided into two or more subordinate task manager levels (of which at least one is a managerial level) with several subdivisions at each level. Executive's program(s) are usually interlocked on a direct and continuing basis with other major organizational segments, requiring constant attention to extensive formal coordination, clearances, and procedural controls. Executive typically has: Financial decision-making authority for assigned program(s); considerable impact on the entire organization's financial position or image; and responsibility for, or has staff specialists in, such areas as personnel and administration for assigned organization. Executive plays an important role in determining the policies and major programs of the entire organization, and spends considerable time dealing with outside parties actively interested in assigned program(s) and current or controversial issues.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship between the secretary and the task manager or staff, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at the level best describing their level of responsibility. When a position's duties span more than one LR level, the introductory paragraph at the beginning of each LR level should be used to determine which of the levels best matches the position. (Typically, secretaries performing at the higher levels of responsibility also perform duties described at the lower levels.)

- LR-1 Carries out recurring office procedures independently. Selects the guideline or reference which fits the specific case. Task Manager provides specific instructions on new assignments and checks completed work for accuracy. Performs varied duties including or comparable to the following:
  1 Responds to routine telephone requests which have standard answers; refers calls and visitors to appropriate staff. Controls mail and assures timely staff response; may send form letters;
  2 As instructed, maintains task manager's calendar, makes appointments, and arranges for meeting rooms;
  3 Reviews materials prepared for task manager's approval for typographical accuracy and proper format,
  4 Maintains recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans;
  5 Requisitions supplies, printing, maintenance, or other services. Types, takes and transcribes dictation, and establishes and maintains office files.

- LR-2 Handles differing situations, problems, and deviations in the work of the office according to the task manager's general instructions, priorities, duties, policies, and program goals. Task Manager may assist secretary with special assignments. Duties include or are comparable to the following:
  1 Screens telephone calls, visitors, and incoming correspondence; personally responds to requests for information concerning office procedures; determines which requests should be handled by the task manager, appropriate staff member or other offices. May prepare and sign routine, nontechnical correspondence in own or task manager's name;
  2 Schedules tentative appointments without prior clearance. Makes arrangements for conferences and meetings and assembles established background materials, as directed. May attend meetings and record and report on the proceedings;
  3 Reviews outgoing materials and correspondence for internal consistency and conformance with task manager's procedures; assures that proper clearances have been obtained, when needed;
  4 Collects information from the files or staff for routine inquiries on office program(s) or periodic reports. Refers non-routine requests to task manager or staff;
  5 Explains to subordinate staff task manager's requirements concerning office procedures. Coordinates personnel and administrative forms for the office and forwards for processing.

- LR-3 Uses greater judgment and initiative to determine the approach or action to take in nonroutine situations. Interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:
    1 Based on a knowledge of the task manager's views, composes correspondence on own initiative about administrative matters and general office policies for task manager's approval;
    2 Anticipates and prepares materials needed by the task manager for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs task manager on matters to be considered;
    3 Reads publications, regulations, and directives and takes action or refers those that are important to the task manager and staff;
    4 Prepares special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions;
    5 Advises secretaries in subordinate offices on new procedures; requests information needed from the subordinate office(s) for periodic or special conferences, reports, inquiries, etc. Shifts clerical staff to accommodate workload needs.

- LR-4 Handles a wide variety of situations and conflicts involving the clerical or administrative functions of the office which often cannot be brought to the attention of the executive. The executive sets the overall objectives of the work. Secretary may participate in developing the work deadlines. Duties include or are comparable to the following:
    1 Composes correspondence requiring some understanding of technical matters; may sign for executive when technical or policy content has been authorized;
    2 Notes commitments made by executive during meetings and arranges for staff implementation. On own initiative, arranges for staff member to represent organization at conferences and meetings, establishes appointment priorities, or reschedules or refuses appointments or invitations;
    3 Reads outgoing correspondence for executive's approval and alerts writers to any conflict with the file or departure from policies or executive's viewpoints; gives advice to resolve the problems;
    4 Summarizes the content of incoming materials, specially gathered information, or meetings to assist executive; coordinates the new information with background office sources; draws attention to important parts or conflicts;
    5 In the executive's absence, ensures that requests for action or information are relayed to the appropriate staff member; as needed, interprets request and helps implement action; makes sure that information is furnished in timely manner; decides whether executive should be notified of important or emergency matters.

Excludes secretaries performing any of the following duties:

Acts as office manager for the executive's organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revises or clarifies

procedures to eliminate conflict or duplication; identifies and resolves various problems that affect the orderly flow of work in transactions with parties outside the organization.

Prepares agenda for conferences; explains discussion topics to participants; drafts introductions and develops background information and prepares outlines for executive or staff member(s) to use in writing speeches.
Advises individuals outside the organization on the executive's views on major policies or current issues facing the organization; contacts or responds to contact from high-ranking outside officials (e.g , city or State officials, members of Congress, presidents of national unions or large national or international firms, etc.) in unique situations. These officials may be relatively inaccessible, and each contact typically must be handled differently, using judgement and discretion.

CRITERIA FOR MATCHING SECRETARIES BY LEVEL

Secretary I (01311), Secretary II (01312), Secretary III (01313), Secretary IV (01314), and Secretary V (01315)

Intentionally blank	LR-1	LR-2	LR-3	LR-4
LS-1	I 01311	II 01312	III 01313	IV 01314
LS-2	I 01311	III 01313	IV 01314	V 01315
LS-3	I 01311	IV 01314	V 01315	V 01315

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

While providing contractual administrative support services to the Nuclear Regulatory Commission, I understand that I will be handling files that include, internal for official use only files, personal information subject to the Privacy Act, source selection information (FAR 3.104), information that is proprietary to other government contractors, and information that is protected by the attorney-client and attorney-work product privileges. I recognize that this type of information is considered sensitive and must be protected from unauthorized release or use.

I will limit my review of such information to obtaining only the data or information necessary to complete the tasks outlined under contract \ task order number NRC-10-02-161/**Task Order No. ___**. I agree that I will not disclose such information to my employer **Strategic Staffing, Inc.** or anyone else outside the Nuclear Regulatory Commission. I also agree not to use or disclose such information to anyone once my period of performance ends with the Nuclear Regulatory Commission.

If I come into possession of any such information concerning my employer **Strategic Staffing, Inc.** or any of its competitors, or if anyone including my employer attempts to obtain protected information from me, I will immediately report it to the project officer.

I understand that willful or negligent disclosure or personal use may result in termination of the Task Order, termination of the contract and/or other appropriate legal action against me and/or my employer.

Date: _____ _____

Contractor Employee

NON-PERSONAL SERVICES UNDERSTANDING

I understand that **Strategic Staffing, Inc.** is providing contractual administrative support services outlined in **Task Order No.** ____ issued under Nuclear Regulatory Commission contract number **NRC-10-02-161**. I have been informed that the contract is a non-personal services contractual arrangement. I understand that in administering this task order and providing these contractual services that I am and will remain an employee of **Strategic Staffing, Inc.**.

I further agree and understand that I have an employee-employer relationship with **Strategic Staffing, Inc.** and will not have in the course of providing the task order services an employee-employer relationship with the Nuclear Regulatory Commission. I recognize that my supervision, terms of employment, work conditions, payments and benefits are approved and derive through and from my employment with **Strategic Staffing, Inc.** only.

I will not represent that I am a government employee. In attending meetings, answering government telephones, and working in other situations where my contractor status is mistaken, I will identify myself as a contractor employee such as to avoid creating an impression in the minds of members of the public or to other government personnel that I am a government official or government personnel.

I understand that willful misrepresentation of my employment status and/or employer-employee relationship may result in termination of the Task Order, termination of the contract and/or other appropriate legal action against me and/or my employer.

Date: _____ _____

Contractor Employee

QUARTERLY PERFORMANCE EVALUATION REPORT

Contract No #:_____ **Task Order #:**_____ **Rating Period:** _____ **to** _____

Task Order Manager:_____ **Position Title:**_____

Assessment of Strategic Staffing Performance

Category	Rating			
I. Technical Performance	**Excellent**	**Satisfactory**	**Unsatisfactory**	**N/A**
Quality of Work/Accuracy				
Team Player/Enthusiasm				
Quantity of Work				
II. Task Management	**Excellent**	**Satisfactory**	**Unsatisfactory**	**N/A**
Timeliness				
Attendance				
Resourcefulness/Perceptiveness				
III. Resource Management	**Excellent**	**Satisfactory**	**Unsatisfactory**	**N/A**
Skill Match/Efficiency				

Note: A written justification is required, and must be attached, for any rating of Unsatisfactory; however, comments may still be provided with a Satisfactory rating if there are issues of concern.

Task Order Manager	NRC Project Officer
I certify that the above evaluation is accurate. I have reviewed the monthly vouchers and find them, to the best of my knowledge, to be an accurate depiction of the work performed during the rating period	I concur in the rating provided by the Task Order Manager.
Comments	Comments.
Signature Date	Signature Date

See other side for Rating Scale and Subcategory Definitions

Rating Scale

E – Excellent (5):	Met all performance requirements Highly professional, responsible, and proactive. Significant cost reductions while meeting all contract requirements. Employs highly effective corrective actions resulting in improved performance quality and results. Significantly exceeded expectations.
S – Satisfactory (3):	Met most performance requirements; some minor problems, satisfactory corrective action Met overall cost/price estimates Most deliveries or report submissions were on-time. Professional and reasonably responsive Met most expectations.
U – Unsatisfactory (0):	Most performance requirements are not met and recovery is unlikely. Overall cost/price estimates not met Many late deliverables, ineffective corrective actions. Delinquent responses and lack of cooperative spirit Failed to meet most expectations
NA – Not Applicable:	Insufficient data is available to rate the Contractor under a subcategory

Subcategory Definitions

I. Technical Performance (Quality) Provides accurate and thorough operational support services, task order deliverables, and work products Responsive to Task Order requirements and technical direction

Quality of Work/Accuracy – Rate contractor performance in delivering deliverables/work products/operational support services accurately and free of errors

Team Player/Enthusiasm – Rate contractor performance in fully completing the deliverables/work products/operational support services that were negotiated

Quantity of Work – Rate contractor performance in maintaining the workload

II. Task Management (Schedule) Provides deliverables, work products, and operational support services on time and in accordance with the negotiated schedule Identifies and resolves problems and provides problem notification to the NRC.

Timeliness – Rate contractor performance in completing tasks/deliverables/work products/operational support services on schedule

Attendance - Rate contractor performance on dependability and attendance at the workplace

Resourcefulness/Perceptiveness – Rate contractor performance in anticipating problems and taking necessary actions to achieve an end beneficial to the Government Rate contractor performance in notifying the NRC of existing or potential problems.

III. Resource Management (Budget) – Manages task resources – cost/labor hours, and personnel effectively and within negotiated budget.

Skill Match/Efficiency – Rate contractor performance in assigning personnel in the correct labor categories, with the skills, knowledge and experience required by the task order

WAGE DETERMINATION NO: 94-2103 REV (26) AREA: DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (26) AREA: DC,DISTRICT-WIDE
REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

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

William W.Gross
Director
Division of
Wage Determinations

States: District of Columbia, Maryland, Virginia
Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Ma
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King Ge
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

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

	16.29
Archeological Technician II	20.20
Archeological Technician III	22.73
Cartographic Technician	19.56
Civil Engineering Technician	23.94
Computer Based Training (CBT) Specialist/ Instructor	12.22
Drafter I	15.30
Drafter II	17.18
Drafter III	21.49
Drafter IV	15.50
Engineering Technician I	17.99
Engineering Technician II	21.63
Engineering Technician III	24.82
Engineering Technician IV	30.35
Engineering Technician V	36.72
Engineering Technician VI	19.29
Environmental Technician	27.76
Flight Simulator/Instructor (Pilot)	20.36
Graphic Artist	23.34
Instructor	15.98
Laboratory Technician	23.39
Mathematical Technician	16.71
Paralegal/Legal Assistant I	21.31
Paralegal/Legal Assistant II	26.07
Paralegal/Legal Assistant III	31.54
Paralegal/Legal Assistant IV	21.06
Photooptics Technician	23.99
Technical Writer	18.40
Unexploded (UXO) Safety Escort	18.40
Unexploded (UXO) Sweep Personnel	18.40
Unexploded Ordnance (UXO) Technician I	22.27
Unexploded Ordnance (UXO) Technician II	26.69
Unexploded Ordnance (UXO) Technician III	16.64
Weather Observer, Combined Upper Air and Surface Programs (3)	19.38
Weather Observer, Senior (3)	16.64
Weather Observer, Upper Air (3)	
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 success weeks after 5 years, and 4 weeks after 15 years. Length of service includes the who of continuous service with the present contractor or successor, wherever employed, a 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 Ki Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Co Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitu any of the named holidays another day off with pay in accordance with a plan communi 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, o

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. rate of basic pay plus a night pay differential amounting to 10 percent of the rate basic pay.
3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a r tour of duty, you will earn a night differential and receive an additional 10% of ba for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday wo which is not overtime (i.e. occasional work on Sunday outside the normal tour of dut considered overtime work).
HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees emp 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 su screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, a pyrotechnic compositions such as lead azide, black powder and photoflash powder. Al house activities involving propellants or explosives. Demilitarization, modificatio renovation, demolition, and maintenance operations on sensitive ordnance, explosives incendiary materials. All operations involving regrading and cleaning of artillery A 4 percent differential is applicable to employees employed in a position that repr a low degree of hazard when working with, or in close proximity to ordance, (or empl possibly adjacent to) explosives and incendiary materials which involves potential i 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 adj work area or equipment being used. All operations involving, unloading, storage, an hauling of ordance, explosive, and incendiary ordnance material other than small arm ammunition. These differentials are only applicable to work that has been specifica designated by the agency for ordance, explosives, and incendiary material differenti
** UNIFORM ALLOWANCE **
If employees are required to wear uniforms in the performance of this contract (eith the terms of the Government contract, by the employer, by the state or local law, et the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor w accept payment in accordance with the following standards as compliance:
The contractor or subcontractor is required to furnish all employees with an adequat 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 responsib of the employee, all contractors and subcontractors subject to this wage determinati 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 c reimburse all employees for such cleaning and maintenance at a rate of $3.35 per wee $.67 cents per day). However, in those instances where the uniforms furnished are m "wash and wear" materials, may be routinely washed and dried with other personal gar and do not require any special treatment such as dry cleaning, daily washing, or com laundering in order to meet the cleanliness or appearance standards set by the terms Government contract, by the contractor, by law, or by the nature of the work, there 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 Third Supplement, dated March 1997, unless otherwise indicated. This publication ma 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 contra officer.
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form (SF 1444))

Conformance Process:
The contracting officer shall require that any class of service employee which is no 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), classified by the contractor so as to provide a reasonable relationship (i.e., appro level of skill comparison) between such unlisted classifications and the classificat listed in the wage determination. Such conformed classes of employees shall be paid 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 wo such unlisted class(es) of employees. The conformed classification, wage rate, and/ fringe benefits shall be retroactive to the commencement date of the contract. (See 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separa 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 occupa and computes a proposed rate(s).
2) After contract award, the contractor prepares a written report listing in order p classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), incl information regarding the agreement or disagreement of the authorized representative employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later tha 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 action, together with the agency's recommendations and pertinent information includi position of the contractor and the employees, to the Wage and Hour Division, Employm Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) Regulations 29 CFR Part 4).
4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disa the action via transmittal to the agency contracting officer, or notifies the contra 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 Occupat (the Directory) should be used to compare job definitions to insure that duties requ are not performed by a classification already listed in the wage determination. Rem it is not the job title, but the required tasks that determine whether a class is in in an established wage determination. Conformances may not be used to artificially combine, or subdivide classifications listed in the wage determination.
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