AWARD/CONTRACT

1 THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1 OF PAGES

2 CONTRACT NO (Proc Inst. Ident.)	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQUEST/PROJECT NO
NRC-28-02-282	09-30-2002	RFPA RG1-02-282 dated 7/11/2002

5 ISSUED BY	CODE	6 ADMINISTERED BY (If other than Item 5)	CODE
U.S. Nuclear Regulatory Commission Division of Contracts Contract Managament Center No. 1 Mail Stop T-7-I-2 Washington DC 20555	ADM		

7 NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)	8 DELIVERY	9 DISCOUNT FOR PROMPT PAYMENT
JENNELL WILLIAMS, INC. ATTN: Ms. Jennell Williams President 519 Manchester Avenue Media PA 19063	[X] FOB ORIGIN [ ] OTHER (See below)	N/A

10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
	See Below

CODE	FACILITY CODE

11 SHIP TO/MARK FOR	CODE	12 PAYMENT WILL BE MADE BY	CODE

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION	14 ACCOUNTING AND APPROPRIATION DATA
[ ] 10 U S C 2304(c)(_) [ ] 41 U S C 253(c)(_)	B&R No. 291-15-511-306; Job Code E9102; BOC No. 252A Appropriation No. 31X0200; Obligated Amount: $23,000.00

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	The contractor's proposal dated September 19, 2002 is hereby accepted for the performance of "Information Resources and Administrative Support Services" at the U.S. Nuclear Regulatory Commission's Region I facility. (Reference U.S. Small Business Adminstration's Contract No. 0303-02-207771)				
				15G TOTAL AMOUNT OF CONTRACT	$405,370.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18 [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A NAME AND TITLE OF SIGNER (Type or print)	20A NAME OF CONTRACTING OFFICER
Jennell L. Williams	Joyce A. Fields

19B NAME OF CONTRACTOR	19C DATE SIGNED	20B UNITED STATES OF AMERICA	20C DATE SIGNED
BY Jennell L Williams (Signature of person authorized to sign)	9-26-02	BY Joyce A. Fields (Signature of Contracting Officer)	9/26/02

STANDARD FORM 26 REV (4-85)

TEMPLATE-ADM 001

ADM02

B.1 ADDENDA SCHEDULE OF SUPPLIES OR SERVICES AND PRICE/COSTS

1. PROJECT TITLE

The title of this project is as follows:
"Human Resources and Administrative Support Services"

2. BRIEF DESCRIPTION

The U.S. Nuclear Regulatory Commission, Region I, requires contractor's performance of Human Resources and Administrative Support Services. The contractor personnel shall perform these services at the NRC Region I facility.

Only the Contracting Officer of the NRC or other authorized individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all worked hereunder.

3. SCHEDULE

The Contractor shall provide services to the NRC in accordance with the PERFORMANCE WORK STATEMENT for the contract period of performance at the rates set forth below.

BASE PERIOD (Period of Performance 12 months)

Labor Category	Hours	Fixed Hourly Rate	Total Price
Human Resource Administrative Assistant	[redacted]	[redacted]	$22,965.00

BASE PERIOD (Option)

Human Resource Administrative Assistant	[redacted]	[redacted]	$55,471.00
		Total Base Period	$78,436.00

Note: Performance of the Option for the contract Base Period is subject to the availability/appropriation of Fiscal Year funding. Please refer to Section B.2, paragraph (b). The Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract.

OPTION PERIOD 1 (Period of Performance 12 months)

Labor Category	Hours	Fixed Hourly Rate	Total Price
Human Resource Administrative Assistant	[redacted]	[redacted]	$78,436.00
		Total Option Period 1	$78,436.00

OPTION PERIOD 2 (Period of Performance 12 months)

Labor Category	Hours	Fixed Hourly Rate	Total Price
Human Resource Administrative Assistant	[redacted]	[redacted]	$80,392.00

Total Option Period 2 $80,392.00

OPTION PERIOD 3 (Period of Performance 12 months)

Labor Category	Hours	Fixed Hourly Rate	Total Price
Human Resource Administrative Assistant	[redacted]	[redacted]	$82,410.00

Total Option Period 3 $82,410.00

OPTION PERIOD 4 (Period of Performance 12 months)

Labor Category	Hours	Fixed Hourly Rate	Total Price
Human Resource Administrative Assistant	[redacted]	[redacted]	$85,696.00

Total Option Period 4 $85,696.00

TOTAL AMOUNT FOR ALL SERVICES/PERIODS $405,370.00

The fixed unit price of each line item shown above to meet requirements as delineated in the Performance Work Statement, shall include all costs deemed necessary by the Offeror.

B.2 CONSIDERATION AND OBLIGATION

(a) The total amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is $405,370.00 (includes cost for all options).

(b) The amount presently obligated with respect to this contract is $23,000.00. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.3 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. BACKGROUND

The U.S. Nuclear Regulatory Commission's Region I Office requires contractor's performance of Human Resources and Administrative Support Services.

II. OBJECTIVE

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

III. SCOPE OF WORK

The Contractor shall provide information resources and administrative support services to the U.S. Nuclear Regulatory Commission, Region I, located at 475 Allendale Road, King of Prussia, Pennsylvania 19406-1415. The contractor, including any consultants and/or subcontractor, is responsible for providing all personnel to perform the requirements set forth in the contract. The contractor, including consultants and or subcontractor is responsible for providing management, supervision, benefits, employment, termination, oversight, and assignment of all personnel to perform the requirements set forth in the contract.

The Contractor shall assists a team of Human resources professionals by performing substantive work as an assistant in the areas of employment, merit staffing, employee development, awards, performance appraisal and employee benefits. In addition, performs a variety of administrative tasks utilizing a personal computer including preparing, typing and distributing a variety of letters, reports, memoranda, and other documents in final form. Also types agency information on various benefit forms, answers telephones, files, maintains work-in-progress logs, distributes mail, makes copies, prepares express mail packages, shreds, etc. in order to assist the HR staff in accomplishing its mission. Continuity of effort is critical in performance of this contract; therefore, the minimal acceptable period of assignment of contractor's personnel is six months.

The human resources and administrative support duties shall include the following:

A. RECRUITMENT

Contacts applicants to arrange interview dates; e-mails applicants with pre-interview information regarding travel arrangements; prepares applicant information packages and sends to applicants. Prepares and distributes interviewer packages. Schedules Drug Tests for applicants with the contractor and prepares associated paperwork. Prepares offer letter enclosure packages for potential hires. Prepares and sends non-selection letters to unsuccessful candidates. Enters applicants into the new hire or student automated applicant tracking system. Conducts reference checks for potential student hires. Assembles new hire books for use during orientation.

B. STAFFING

Reviews applicant packages for completeness; contacts applicants for missing information. Assembles packages for rating panels and makes copies as needed; shreds panel packages at completion of rating panel. Reviews merit staffing packages for completeness contacting administrative personnel in the divisions to resolve issues with documentation.

C. DRUG TESTING

Makes appropriate notifications when drug testing is scheduled. Prepares paperwork for employees scheduled for drug testing.

D. EMPLOYEE BENEFITS

Files personnel actions in Official Personnel File and distributes employee copy of personnel action; forwards transfer files or retires files of separated employees. Maintains manual and automated logs, records, and ticklers necessary to ensure timely completion and distribution of information and certification regarding probationary periods, performance appraisals, and other time sensitive actions. Notifies office of action required; follows up to ensure required action is completed on a timely basis. Provides support to HR Specialist in the clearance and new employee orientation process. Distributes employee address changes.

E. TRAINING

Prepares training announcements and ensures that training opportunities are posted on website and in training database. Enters employee training data into automated training tracking system; files training forms in employee training files; in response to employee requests, may research data base to supply employee training history. Receives invoices for completed training and prepares them for certification by the Human Resources Specialist. Forwards certified invoices to the Office of the Chief Financial Officer (OCFO), Division of Accounting and Finance for payment. Prepares qualification journals and material for newly hired employees in accordance with the requirements. Maintains complete training records on all Region I employees. Inputs and produces regular, routine reports from the agency training administration database. As needed, creates, compiles and produces ad hoc reports to respond to Regional management queries on employee training and development issues. Maintains up-to-date records on required qualification training and refresher training.

F. EMPLOYEE RECOGNITION

Process approved award nominations. Coordinates creation of award certificates or plaques and ceremonies for presentation of awards. Coordinates the arrangements for award ceremonies, ensuring all preparations have been accomplished, including: location, photographer, notices, refreshments, etc. Maintains a log of award nominations received and approved, including dollar value of award.

G. PERFORMANCE APPRAISALS

Maintains an automated tracking report to ensure that all performance plans and appraisals are prepared and provided to employees in a timely manner. Notifies offices of overdue performance plans and appraisals. Inputs data from performance appraisals into the agency performance appraisal database.

IV. PERSONNEL QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

Familiarity with Federal human resources management rules and regulations governing technical processing aspects of staffing, salary setting, health benefits, life insurance and retirement, sufficient to allow for independent completion of the full range of human resource actions.

Knowledge of office functions sufficient to properly distribute mail, refer telephone callers and visitors, and respond to inquiries regarding routine matters involving nontechnical information.

Skill in meeting and dealing with personnel at all levels displaying tact and diplomacy at all times.

Ability to organize and carry out work responsibilities efficiently and effectively with minimum direction.

Ability to produce accurate work under continuous pressure and deadline situations in an atmosphere of frequently changing directions and procedures.

Ability to communicate information both orally and in writing, in a manner in which the information can be clearly understood and favorably received.

Proficiency in administrative skills, including organizing work and files.

Proficiency in typing and in the use of personal computers, related software and other automated systems sufficient to prepare correspondence, process personnel actions, and operate and maintain the various automated human resources systems.

V. PERSONNEL SECURITY REQUIREMENTS

All contractor personnel working under this contract require an ADP Security II Clearance.

VI. TRAVEL REQUIREMENTS

No domestic or foreign travel is anticipated.

VII. HOURS OF OPERATIONS

The contractor personnel shall work government administrative eight (8) hours per day, five (5) days a week. Work will begin at 7:30 a.m. and end at 4:15 p.m., with forty-five (45) unpaid minutes for a lunch break. Any changes to the hours of work shall be approved by the NRC Project Officer. These hours coincide with NRC Region I's business hours. Contractor personnel will be required to complete a sign-in sheet each day posted in the office. A copy of the sign-in sheet shall be presented to the Project Officer at the end of each week. The Contractor shall be paid only for the hours the contractor employee's perform work. The Contractor will not be paid when contractor employees are precluded from working as a result of office closing, government-wide shutdowns, inclement weather, facilities shutdowns, holiday, etc.

VIII. LEGAL HOLIDAYS

The following holidays are recognized by the Federal Government:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

IX. UNAVAILABILITY OF PERSONNEL

The Contractor agrees that personnel may not be removed from the contract work or replaced without compliance with the requirements of the contract.

If the contractor personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, the contractor shall immediately notify the Contracting Officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications. In other circumstances, where the contractor personnel is absent for a week or more (example: vacation), the Contractor shall provide backup support as necessary.

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

If the Contracting Officer determines that suitable and timely replacement of personnel who have been assigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

X. LEVEL OF EFFORT

The level of effort for this contract is 2,080 hours for twelve (12) month period.

XI. PERIOD OF PERFORMANCE

Contractor's services shall commence upon award of this contract and expire twelve (12) months thereafter. The term of this contract may be extended at the option of the Government for an additional four (4), twelve (12) month option periods.

XII. PLACE OF PERFORMANCE

The Contractor shall provide a range of human resources and administrative support services to the U.S. Nuclear Regulatory Region I office, located at 475 Allendale Road, King of Prussia, Pennsylvania 19406-1415.

XIII. GOVERNMENT FURNISHED EQUIPMENT, FACILITIES AND SUPPLIES

The NRC will provide all equipment, supplies, materials, and office space necessary to perform the required services described under this contract. 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.).

XIV. NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

The 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. The contractor employee(s) will be required to sign a Non-Disclosure/Confidentiality Agreement (Refer to Attachment 4).

XV. NON-PERSONAL SERVICES UNDERSTANDING

The Contractor and the contractor employee(s) acknowledge that the services provided to the NRC 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 (Refer to Attachment 5).

XVI. PERFORMANCE INCENTIVES

The performance incentives for this contract will be as the Contractor satisfactorily performs the services required under this contract, the NRC will exercise subsequent options, in accordance with the contract provisions.

XVII. SATISFACTORY PERFORMANCE REQUIREMENTS

The Contractor is required to perform the services described in this Performance Work Statement in a manner that is satisfactorily 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 contract.

The NRC Project Officer will assess the Contractor's performance on a quarterly basis, as it relates to each of the performance areas in the Performance Evaluation Report. The Project Officer will complete the Performance Evaluation Report to provide a rating recommendation to the NRC Contracting Officer for review and approval. Upon approval, the NRC Contracting Officer will provide the recommendation to the Contractor. A deduction of 1% of the total quarterly billing will be taken for each rating of "unsatisfactory" on the Performance Evaluation Report, for up to a total of 7%. 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.

B.4 DELIVERABLES

None specified.

B.5 DURATION OF CONTRACT PERIOD (MAR 1987 ALTERNATE 2 (MAR 1987)

This contract shall commence upon the effective date of this contract and will expire September 30, 2003. The term of this contract may be extended at the option of the Government for an additional four (4) twelve (12) month option periods.

B.6 SMALL BUSINESS ADMINISTRATION PARTNERSHIP AGREEMENT

In accordance with the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the NRC, SBA is the prime contractor on this contract. The 8(a) Participant is the SBA's subcontractor.

SECTION C - CONTRACT CLAUSES

C.1 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):

http://www.arnet.gov/far

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997

C.2 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.3 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.4 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.5 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: Judith Royal

Address: U.S. Nuclear Regulatory Commission
475 Allendale Road
King of Prussia, Pennsylvania 19406-1415

Telephone Number: (610) 337-5141

(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.6 LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

C.7 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).

[] (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).

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

[] (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.8 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.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

C.10 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 1. 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.11 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.12 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

(End of Clause)

C.13 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.

(End of Clause)

C.14 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)