

**ORDER FOR SUPPLIES OR SERVICES**

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.** EPA NO.

1. DATE OF ORDER <b>9/28/04</b>		2. CONTRACT NO. (if any) NRC-10-04-398		8. SHIP TO:	
3. ORDER NO. 8		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Donald Hall	
6. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-1-2 Attn: Debbie Neff Washington, DC 20555				b. STREET ADDRESS Division of Administrative Services, ADM Mail Stop T 7D26	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR SPS CONSULTING, LLC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 7910 WOODMONT AVENUE				<input type="checkbox"/> a. PURCHASE ORDER <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER	
d. CITY BETHESDA		e. STATE MD	f. ZIP CODE 208143083	Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.  Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA APPN: 31X0200 BOC: 252A JOB CODE: N7130 B&R: 47N-15-532-358 FFS #: CFO04330/CFO04338 OBLIGATED AMOUNT: \$34,800.00				10. REQUISITIONING OFFICE: ADM	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT N/A		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE	
13. PLACE OF		16. DISCOUNT TERMS			
a. INSPECTION		b. ACCEPTANCE		FOR INFORMATION CALL: (No collect calls)	
		DONALD HALL 301-415-6220			

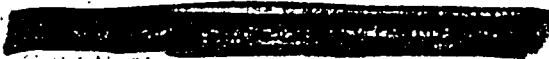
**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	See attached pages for terms and conditions of task order.  Please indicate your acceptance of this task order by having an official, authorized to bind your organization, execute three copies of this document in the space provided and return two copies to the Contract Specialist at the address in Block No. 5 above. You should retain the third copy for your records.  ACCEPTANCE OF TASK ORDER NO. 8:  Name <u>[Signature]</u> Title <u>PRESIDENT</u> Date <u>9/29/04</u>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL	
21. MAIL INVOICE TO:						17(h) TOTAL (Cont. pages)	
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts						17(i) GRAND TOTAL	
b. STREET ADDRESS (or P.O. Box) Attn: NRC-10-04-398 Task Order No. 8 Mail Stop T 712						\$34,800	
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555				
22. UNITED STATES OF AMERICA BY (Signature) <u>[Signature]</u>		23. NAME (Typed) Stephen Pool Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER					

In accordance with Section C.17, Task Order Procedures, and Section B.2.A, Price Schedule, of the subject contract, this definitizes Task Order No. 8. This effort shall be performed in accordance with the enclosed Statement of Work. The period of performance for Task Order No. 8 shall commence on October 1, 2004, and will expire on June 30, 2005. The total estimated cost for this period is \$40,863.10. Funds in the amount of \$34,800 are hereby obligated for performance of this task order. The obligated amount shall, at no time, exceed the task order ceiling. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this task order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

The following individual is considered by the Government to be essential to the successful performance of the work hereunder:



The contractor agrees that such personnel shall not be removed from the effort under this task order without compliance with the contract.

The following Government Furnished Equipment/Property will be provided:

- Work space located in TWFN
- Personal Computer/Monitor/LAN printer
- Phone

The issuance of this task order does not amend any terms or conditions of the subject contract.

Your contacts during the course of this task order are:

NRC Project Officer: Donald Hall  
(301) 415-6220

Technical Monitor: Renu Suri  
(301) 415-0161

Contractual Matters: Debbie Neff, Contract Specialist  
(301) 415-8160

**OFFICE OF THE CHIEF FINANCIAL OFFICER**  
**Division of Financial Management**

**TASK ORDER NO. 8 FOR ADMINISTRATIVE SERVICES AND CLERICAL SUPPORT**  
**PERFORMANCE WORK STATEMENT**

**1. Background:** U. S. Nuclear Regulatory Commission's (NRC) Office of the Chief Financial Officer (OCFO) is responsible for the NRC's Planning and Budgeting, and Performance Management process and for all of the NRC's financial management activities.

As a division within, Division of Financial Management (DFM) provides technical advice, assistance, and interpretation to agency senior managers on the NRC's financial reporting and accounting activities. Develops and administers policies, standards and procedures for all NRC financial systems and for NRC accounting and license fee activities. Develops and maintains financial systems for general accounting, cost accounting, fees, and capitalized property. Prepares the agency's annual financial statements and other financial reports. Administers the NRC's licensee fee program. Maintains liaison with GAO, Treasury, OMB and other agencies on accounting, financial system and reporting matters. Evaluates financial and programmatic information systems with respect to OCFO needs.

DFM has 5 Teams under the Division Director. Two secretaries support the Division. The DFM has 2 Full-time Equivalent positions for the 2 secretaries. On a regular basis, the need for secretarial support for the staff of 36, exceeds the current capacity. The DFM has a need for on site commercially available and dependable administrative services and clerical type support. The administrative services and clerical support needed must be provided at OCFO office facilities. OCFO is located at NRC Headquarters, Two White Flint North, 11545 Rockville Pike, Rockville, Maryland.

**2. Objective:** The contractor as an independent contractor shall provide on site, timely, responsive, dependable, courteous, customer-oriented, high quality administrative services and clerical support to the DFM.

**3. Estimate of Effort/Option Periods:** The contractor shall provide services on a fixed priced fully loaded hourly basis in accordance with Section B of Contract No. NRC-10-04-398, during the period of October 1, 2004 through June 30, 2005. It is estimated that 1,440 regular hours will be required during this period. Due to workload, occasional overtime maybe required, however, it must be approved by the NRC Project Officer (PO) prior to commencement. It is estimated that 10 hours of overtime will be required during this period.

The contractor shall provide on site administrative services and clerical support during DFM's normal operating business hours of 40 hours per week occurring Monday through Friday 8:15 AM - 5:00 PM. The contractor shall not charge or bill for contractor employee's absences, lunch periods and holidays.

**4. Key Contractor Personnel:** The proposed and assigned contractor's personnel under this order shall be deemed as a key contractor personnel and the contractor shall therefore obtain review and approval by the NRC Contracting Officer or the NRC PO prior to assigning or

substituting the proposed contractor key personnel. In the event of temporary absences such as but not limited to contractor personnel's time off, illness and vacation leave, the contractor shall immediately provide as interim coverage a qualified substitute contractor employee for the period of time during the key contractor employee's absence.

**5. Government Furnished Equipment, Facilities and Services:** The NRC will provide or make available to the contractor at the site of OCFO, with government furnished space, work desk, office supplies and information technology IT equipment (Computer, Monitor, Keyboard, Printer, Fax Machine, Copier, Telephone), IT services and IT access (e.g. Internet and E-mail) necessary to provide the required services. The contractor is responsible for providing trained office personnel with existing knowledge and significant experience in using office information technology equipment such as word processing, voice mail, Telephone, Internet, faxing, photocopying and e-mail usage. The contractor is responsible for the contractor's employee appropriate use of government furnished equipment, services and access. The contractor and the contractor's personnel are prohibited from misuse, abuses and from using the government furnished equipment, services or access for personal use. The Government will provide information and train the contractor personnel on NRC agency unique software applications.

**6. Contractor Responsibilities and Scope of Work:** The services performed under this order by the contractor, contractor's personnel, consultants or subcontractors are provided by the contractor as an independent contractor in performing the requirements set forth herein. The contractor is responsible for the management, supervision, benefits, employment, termination, oversight and decision on assignment of the contractor's personnel. The contractor is responsible for its personnel proper conduct and performance under this PWS.

**A. Non-Disclosure/ Confidentiality Agreement:** The contractor's personnel will handle or have access to files or information that includes internal for official use only information, personal information subject to the Privacy Act, commercial, financial, scientific, technical and proprietary information that is subject to the Trade Secrets Act, and The Economic Espionage Act. Unless provided with written permission by OCFO, neither the contractor nor any of its personnel shall disclose or use this information or provide this information to anyone outside of the OCFO.

**B. Non-Personal Services:** The contractor and the contractor's assigned personnel shall understand and acknowledge that the services provided under this order to OCFO and or NRC do not and will not create an employer-employee relationship between the government and the contractor's assigned personnel. The contractor's assigned personnel shall not address or identify themselves as NRC and or OCFO employees.

**C. Scope and Task Areas:** The range of contractor administrative services and clerical support to OCFO that shall be provided under this order includes the following:

Supports the office's word-processing requirements by typing documents using the NRC's word processing software (currently NRC uses Corel WordPerfect Suite-8 primarily with some offices also using Microsoft Word) with a typing speed of 55-words per minute with no more than 3-errors;

Supports the office's correspondence and document processing requirements by accurately and efficiently proof-reading documents and making appropriate corrections in errors of basic grammar, punctuation and spelling;

Supports the office's receptionist requirements for the designated location by dressing appropriately for a professional in an office environment, receiving visitors politely and notifying appropriate NRC staff of their arrival, and answering incoming telephone calls politely and directing the call to the NRC staff the caller requested (if they are at their desk or the NRC staff's telephone extension if the caller wishes to leave a voice-mail), or documenting the incoming call with an accurate message for the intended NRC recipient of the call which states the date & time of the call, who called, and a brief description of the basis for the call (if available from the caller);

Supports the office's document control requirements by maintaining existing manual tracking systems, or updating an existing automated tracking system which tracks the status of controlled correspondence or action-items;

Supports the office's filing requirements by manually filing documents accurately into existing record systems, retrieving documents from existing record systems for use by NRC staff, and creating new manual record systems of a basic nature;

Supports the office's urgent document processing requirements by manually delivering or picking-up documents from other locations within the NRC Headquarters buildings that require immediate attention by NRC staff;

Supports the office's records management requirements by accurately and efficiently entering data and documents into the NRC's automated central record system (NRC currently uses the "Agency Document Management System or ADAMS);

Supports the office's communication and meeting requirements by accurately and efficiently utilizing the NRC GroupWise software to e-mail NRC staff in order to obtain or provide information, or use the Groupwise scheduling calendar software feature to research the availability of NRC staff for meetings and arrange for their attendance at a meeting;

Supports the office's meeting requirements by accurately and efficiently utilizing the NRC network Conference Room scheduler software application to locate and reserve meeting space for NRC staff;

Supports the office's incoming mail sorting and distribution requirements by manually delivering incoming mail to the appropriate NRC staff which includes identification and attachment of the appropriate office;

Supports the office's various other ad-hoc Secretarial support related service requirements by accurately and efficiently performing any other Secretarial support type task that the office requires for which NRC provides the on-site personnel with sufficient guidance for successfully performing the service by either verbal technical direction, written instructions or reference materials (or a combination of any of the three methods).

#### **D. Experience, Skills and Standards of Performance:**

High proficiency and experience in the use of office information technology (IT) and automated equipment and IT access (Personal Computer, Printers, Telephone, Voice Mail, Faxes, Copiers, Internet and Email) to include typing proficiency and above average typing speed. Prior experience and usage of Corel Office Suite software (WordPerfect, Graphic Presentation, Spreadsheets and Data base) and Groupware (email) is desired.

Quickly acquires knowledge, skills and understanding of NRC forms, NRC correspondence format, NRC unique software applications, NRC requirements governing travel regulations and travel requests processing, and NRC time and attendance reporting requirements.

Under NRC telephone procedures, answers telephone calls promptly and courteously. Channels calls and visitors to correct office or person. Assists visitors in a courteous manner.

Promptly reviews and correctly distributes incoming mail. Follow up on daily basis on all due actions and calls attention to staff personnel on items due. Checks outgoing mail for delivery and picks up mail from Mail room at least three times daily.

All draft and final typed correspondence, documents, indexes, memoranda, briefs, affidavits, testimony, and report products are neat, properly formatted, spell checked, and are accurate using proper NRC format and proofread for correct spelling, grammar and punctuation. Uses proper NRC coding and format. Provides file products within the requested time frames.

Promptly prepares, copies, faxes, distributes and maintains office documents and files consistent with OCFO and or NRC operating procedures. Office files are properly maintained and kept up to date.

Acquires the timely signature and certifications from staff personnel regarding their Time and Attendance (T&A). Posts prior to the schedule NRC payroll deadline the Time and Attendance input for staff personnel and ensures that the T&A input is accurate and correctly posted. Timely coordinates the input and updates NRC staff year tracking system.

Timely and correctly inputs and tracks all actions submitted for OCFO review in tracking database.

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

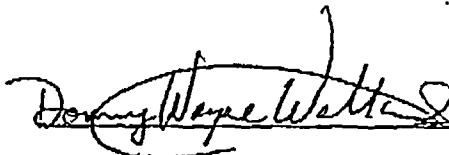
While providing contractual administrative support services to the Nuclear Regulatory Commission, I understand that I will be handling files that include, internal for official use only files, personal information subject to the Privacy Act, source selection information (FAR 3.104), information that 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. 8 I agree that I will not disclose such information to my employer SPS Consulting, LLC 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 SPS Consulting, LLC 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: 9/28/04  
Contractor Employee



NON-PERSONAL SERVICES UNDERSTANDING

I understand that SPS Consulting, LLC is providing contractual administrative support services outlined in Task Order No. 4 issued under Nuclear Regulatory Commission contract number NRC-10-04-398. 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 SPS Consulting, LLC.

I further agree and understand that I have an employee-employer relationship with SPS Consulting, LLC 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 SPS Consulting, LLC 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: 9/28/04  
Contractor Employee

