

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. 7. This effort shall be performed in accordance with the enclosed Statement of Work. The period of performance for Task Order No. 7 shall commence on October 1, 2004, and will expire on September 30, 2005. The total estimated cost for this period is \$56,240. Funds in the amount of \$10,000 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.

An option period may be exercised by the Government in accordance with Section C.7 of the contract, for the period October 1, 2005 through September 30, 2006, at an estimated cost of \$57,360.00.

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

[REDACTED]

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 OWFN
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: Sally Adams
(301) 415-0209

Alternate: Robert Schaaf
(301) 415-1312

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

**OFFICE OF NUCLEAR REACTOR REGULATION
DIVISION OF REGULATORY IMPROVEMENT PROGRAMS**

**TASK ORDER NO. 7 FOR ON-SITE ADMINISTRATIVE/SECRETARIAL
SUPPORT SERVICES
PERFORMANCE WORK STATEMENT**

1. **Background:** The U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation (NRR) is responsible for ensuring the public health and safety through licensing and inspection activities at all nuclear power reactor facilities in the United States. NRR administers all aspects of licensing and inspection of manufacturing, production, and utilization facilities, and receipt, possession, and ownership of source, byproduct, and special nuclear material used or produced at facilities licensed under 10 CFR Part 50. NRR also develops policy and inspection guidance for programs assigned to the regional offices and assesses the effectiveness and uniformity of the region's implementation of those programs. NRR responsibilities include the technical review, certification, and licensing of operating power reactors, advanced nuclear reactor facilities and renewal of current power reactor operating licenses.

As a division within NRR, the Division of Regulatory Improvement Programs (DRIP) provides overall policy, planning, and management direction for the project management and technical review of rulemaking and policy development, plant license renewals, non-power reactor licensees, and non-radiological environmental issues. DRIP implements programs and procedures to systematically assess and screen daily reactor events, recommend immediate corrective plant-specific and generic actions, and coordinate the follow-up of events; manages NRR's generic issues management program including the development of rules and associated regulatory guidance to address these issues; issues NRC correspondence such as generic letters, bulletins, and information notices to address generic concerns; develops programs and guidelines to improve generic technical specification and provides NRR interpretations of technical specification requirements; develops policy and program implementation in licensee financial, insurance, indemnity, and antitrust matters; and provides project management for the reactor industry activities of the Nuclear Energy Institute.

DRIP has a need for on-site commercial and dependable administrative and secretarial type support. The administrative/secretarial support services primarily involve word processing, applying various computer software to manage data, documents and other information in accordance with established procedures; and managing telephone and logistic communications. The administrative services and secretarial support must be provided at the NRC facilities located at the NRC's Headquarters at One White Flint North, 11555 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 secretarial support to the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation (NRR), Division of Regulatory Improvement Programs (DRIP).

3. Estimate of Effort/Option Periods: The contractor will provide services on a fixed priced fully loaded hourly basis in accordance with Section B of Contract No. NRC-10-04-398. During the initial base period of 1 year (October 1, 2004 through September 30, 2005). It is estimated that 2000 hours will be provided by one contractor personnel on a full-time basis. During the option period (October 1, 2005 through September 30, 2006) it is estimated that 2000 hours are anticipated for one contractor personnel on a full-time basis. The contractor shall provide on-site administrative services and secretarial support during NRC NRR DRIP normal operating business hours of 40 hours per week occurring Monday through Friday, 7:45 AM - 4:30 PM. The contractor shall not charge or bill for contractor employee's absences, lunch periods, and holidays.

NRC reserves the right not to exercise the option period.

4. Key Contractor Personnel: The proposed and assigned contractor's personnel under this task order shall be deemed as a key contractor personnel and the contractor shall, therefore, obtain review and approval by the NRC Contracting Officer 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 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's 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 task 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/Confidential Agreement: The contractor's personnel shall 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 DRIP, neither the contractor nor any of its personnel shall disclose or use this information or provide this information to anyone outside of the Division of Regulatory Improvement Programs. The assigned contractor's personnel will be required to sign a non-disclosure/confidentiality agreement.

B. Non-Personal Services: The contractor and the contractor's assigned personnel shall understand and acknowledge that the services provided under this task order to DRIP and/or NRC do not and will not create an employer-employee relationship between government and the contractor's assigned personnel. The contractor's assigned personnel shall not address or identify themselves as NRC and/or DRIP employees. The contractor's assigned personnel will be required to sign a Non-Personal Services Understanding Statement.

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

Performing timely correspondence and typing services utilizing the government provided information technology equipment and software. Faxing and photocopying documents. Drafting correspondence from either handwritten, e-mail drafts and/or oral dictations. The services include typing draft and final letters, memoranda, briefs, reports, charts, graphs, and other documents of a technical and nontechnical nature. The correspondence administrative services provided shall include compliance with NRC correspondence format, coding, careful proofreading, and spell and grammar checks for accuracy and correctness.

Providing receptionist services to include receiving telephone calls and visitors and referring them to the proper individual or office for assistance and consideration. Receiving and forwarding messages to DRIP/NRC personnel. Placing telephone calls and making appointments for DRIP/NRC personnel. Arranging and scheduling meetings and conferences for or with DRIP/NRC personnel. Print out the DRIP calendar each day for familiarity with division personnel and current schedules/activities.

Providing secretarial services by preparing and making arrangements associated with travel authorization, itineraries, travel reports, and travel settlement requests for staff personnel, witnesses or visitors.

Preparing and checking for correctness, the input into applicable time and attendance data base and providing assistance on DRIP personnel's time and labor reporting and tracking requirements. Maintaining accurate hard copy records of labor and leave records that have been certified or approved by the supervisor of record or his or her designee. Provide a high level of privacy while working with material such as Time and Labor, and any documents where social security numbers are vulnerable.

Establishing, tracking and/or maintaining documents in applicable paper and electronic filing systems of records. Tracking documents for DRIP review in tracking database. Copying documents and distributing documents per technical direction. Disposition of documents and records in accordance with an approved records disposition schedule and disposition method. Receiving, handling, reviewing, and disseminating mail to the proper addressee(s).

Assembling background information from official files, and other sources for presentation as requested to DRIP or NRC staff.

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 e-mail) and a high proficiency in typing. Prior experience and usage of Corel WordPerfect Suite (Corel WordPerfect, Corel Presentations, Corel QuattroPro), and Microsoft Office (Microsoft Word, Microsoft PowerPoint, Microsoft Excel) is desired, however, Corel WordPerfect, Microsoft Word, and GroupWise (or similar e-mail system) is required.

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. Follows 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 incoming boxes at least twice daily. Periodically throughout the day, empties supervisor's out box and takes appropriate actions. Exercises flexibility with work flow as new priorities arise.

Ensures that all draft and final typed correspondence, documents, indexes, memoranda, briefs, 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. Applies appropriate concurrence block to correspondence with office level being addressed. Maintains and uses Secretary macros for most recent information and expedience while working a document. Provides file products within the requested time frames.

Promptly prepares, copies, faxes, distributes, and maintains office documents and files consistent with DRIP 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 Labor (T&L). Follows up to ensure that the T&L input is accurate and correctly posted by the required DRIP deadline.

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

Prepares in sufficient time, travel authorization requests that are accurate and correct for processing and follows up to ensure personnel have their travel tickets and travel advance in sufficient time prior to the date set for travel departure. Upon completion of travel and based upon information provided by staff personnel, prepares, within one week the individual travel voucher for payment processing.

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. 7. 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: 9/23/04
Contractor Employee

Valeria Jackson

NON-PERSONAL SERVICES UNDERSTANDING

I understand that SPS Consulting, LLC is providing contractual administrative support services outlined in Task Order No. 7 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: 9/23/04
Contractor Employee

Valeria Jackson