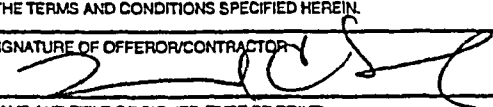
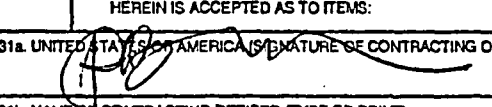


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. rec 10/8/04 RG3-05-282		BPA NO.	
2. CONTRACT NO. NRC-30-05-282	3. AWARD/EFFECTIVE DATE JAN 14 2005	4. ORDER NO.	5. MODIFICATION NO.
7. FOR SOLICITATION INFORMATION CALL:		8. SOLICITATION ISSUE DATE 12/15/2004	
a. NAME Manon Butt, Contract Spec.		b. TELEPHONE NO. (No Collect Calls) 301-415-7035	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts, CMB3 Attn: Manon Butt, Contract Specialist Mail Stop T-7-I-2 Washington, DC 20555		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS Net 30	
13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO U.S. Nuclear Regulatory Commission Attn: Roger L. Doornbos, RIII/DRMA/IRB Mail Stop: Region III 2443 Warrenville Road, Suite 210 Lisle IL 60532-4352		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	
17a. CONTRACTOR/OFFEROR CODE COMM-GROUP, INC Attn: Linwood C. Jolly, President 2 WISCONSIN CIRCLE SUITE 700 CHEVY CHASE MD 20815-7007 TELEPHONE NO. 240-235-5033; fax 240-235-5001		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-30-05-282 Washington DC 20555	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Comm-Group, Inc. shall provide Information Technology Support Services in the following areas: 1) switchboard operations, 2) ADAMS scanning and profiling, and 3) data entry, for the U.S. Nuclear Regulatory Commission's Region III office in Lisle, IL, in accordance with Section B, Services and Prices, and Statement of Work, and Section C, Contract Clauses.</p> <p>The Period of Performance is 1/25/2005 through 1/24/2006, plus four option years.</p> <p>Comm-Group, Inc. Contacts: Linwood C. Jolly, President, phone 240-235-5033, fax 240-235-5001, cell 202-494-3666, linwood.jolly@comm-group.com Terri Chubb, CFO, cell 703-851-3277, fax 770-271-8647, terri.chubb@comm-group.com</p> <p>NRC Project Officer: Roger L. Doornbos, RIII/DRMA/IRB, 630-829-9556, RLD2@nrc.gov</p>				

25. ACCOUNTING AND APPROPRIATION DATA B&R No: 593-15-5E1-336 JCN: J9331 BOC: 252A App No: 31XD200 DUNS # 124158614 Obligate \$50,000.00		26. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$184,000.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Linwood C. Jolly President		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Robert B. Webber Contracting Officer	
30c. DATE SIGNED 1/31/05		31c. DATE SIGNED 1/17/05	

AUTHORIZED FOR LOCAL REPRODUCTION

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

TEMPLATE - ADM001

SISP Review Complete

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The total estimated amount (ceiling) for the Base Year services for the period 1/25/2005-1/24/2006 is \$184,000.00, and the total amount currently obligated is \$50,000.00.</p> <p>This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification, contingent upon funding availability. No legal liability on the part of the Government may arise for performance beyond the obligated amount.</p> <p>The obligated amount shall, at no time, exceed the contract 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 increases the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount is done so at the Contractor's sole risk.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

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B.1 PRICE/COST SCHEDULE

NRC REGION III INFORMATION TECHNOLOGY SUPPORT SERVICES

NRC-30-05-282

SERVICES AND PRICES/COSTS:

BASE PERIOD - (01/25/05 - 01/24/06)

<u>Labor Category</u>	<u>Estimated Hours</u>	<u>Labor Rate</u>	<u>Estimated Amount</u>
Switchboard Operator	[REDACTED]	[REDACTED]	\$65,000
Scanning Technician	[REDACTED]	[REDACTED]	\$67,000
Data Entry Technician	[REDACTED]	[REDACTED]	\$52,000
Total Estimated Amount - Base Period			\$184,000

OPTION PERIOD 1 - (01/25/06 - 01/24/07)

<u>Labor Category</u>	<u>Estimated Hours</u>	<u>Labor Rate</u>	<u>Estimated Amount</u>
Switchboard Operator	[REDACTED]	[REDACTED]	\$67,600
Scanning Technician	[REDACTED]	[REDACTED]	\$69,680
Data Entry Technician	[REDACTED]	[REDACTED]	\$54,080
Total Estimated Amount - Option Period 1			\$191,360

OPTION PERIOD 2 - (01/25/07 - 01/24/08)

<u>Labor Category</u>	<u>Estimated Hours</u>	<u>Labor Rate</u>	<u>Estimated Amount</u>
Switchboard Operator	[REDACTED]	[REDACTED]	\$70,300
Scanning Technician	[REDACTED]	[REDACTED]	\$72,460
Data Entry Technician	[REDACTED]	[REDACTED]	\$56,240
Total Estimated Amount - Option Period 2			\$199,000

NRC REGION III INFORMATION TECHNOLOGY SUPPORT SERVICES

OPTION PERIOD 3 - (01/25/08 - 01/24/09)

<u>Labor Category</u>	<u>Estimated Hours</u>	<u>Labor Rate</u>	<u>Estimated Amount</u>
Switchboard Operator	[REDACTED]	[REDACTED]	\$73,120
Scanning Technician	[REDACTED]	[REDACTED]	\$75,360
Data Entry Technician	[REDACTED]	[REDACTED]	\$58,500
Total Estimated Amount - Option Period 3			\$206,980

OPTION PERIOD 4 - (01/25/09 - 01/24/10)

<u>Labor Category</u>	<u>Estimated Hours</u>	<u>Labor Rate</u>	<u>Estimated Amount</u>
Switchboard Operator	[REDACTED]	[REDACTED]	\$76,040
Scanning Technician	[REDACTED]	[REDACTED]	\$78,380
Data Entry Technician	[REDACTED]	[REDACTED]	\$60,840
Total Estimated Amount - Option Period 4			\$215,260

TOTAL ESTIMATED AMOUNT (BASE & 4 OPTION PERIODS): **\$996,600**

Delivery FOB Destination

Terms net 30

Business Size small disadvantaged business 8(a)

(X) Open Market () GSA Contract Number _____

STATEMENT OF WORK - NRC REGION III INFORMATION TECHNOLOGY SUPPORT SERVICES

1. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) is responsible for the protection of the public health and safety in the civilian use of nuclear power and nuclear materials. The NRC Region III office located at 2443 Warrenville Road, Lisle, Illinois is seeking contractor support to perform a variety of Information Technology associated tasks in support to the Agency's mission.

2. OBJECTIVE

The objective of this Statement of Work (SOW) is to outline NRC requirements for the contractor to provide information technology support in the following areas: 1) Switchboard operations, 2) ADAMS scanning and profiling, and 3) Data entry.

3. SCOPE

The scope of this SOW includes work associated with switchboard operations, ADAMS scanning and profiling, and data entry for a number of enterprise databases.

4. STATEMENT OF WORK

The Contractor shall furnish the personnel and other services necessary to meet the requirements described in this statement of work. The NRC shall provide space for the contractor. The NRC will also provide system documentation, routine office supplies, and maintenance agreements for Government Furnished Equipment (GFE), computer hardware and software, scanner and appropriate access to automated systems to accomplish the initiatives under this task. It is the contractor's responsibility to remain technically competent with software and equipment used by the NRC. The NRC will provide training for contractor personnel.

5. PERSONNEL REQUIREMENTS

The Contractor shall provide competent, experienced, and highly qualified personnel to perform switchboard, ADAMS scanning and profiling, and data entry activities.

6. TASKS

This Statement of Work consists of three separate and distinct but related information technology tasks in support of the Region III office. The requirements for each task are defined as follows:

6.1 SWITCHBOARD OPERATIONS

The Region III Office has a reception desk in the lobby area of the building, which consists of a console, the main switchboard, and a computer. Switchboard Operator support is required for outside callers to Region III's main number and communications assistance to NRC staff. The reception desk shall be staffed during the hours of 7:00 a.m. through 4:45 p.m., Monday through Friday. It is the Government's intent not to pay overtime premium rates. At no time shall an operator leave prior to arrival of the replacement operator. The Contractor is responsible for assuring that a qualified operator is on station at the facility at the times specified above.

6.1.1 NRC SWITCHBOARD BRIEFING

The NRC Task Monitor for this task will conduct one (1) four (4) hour training session if required, for any new contractor employee. This training session will provide guidance on NRC policies and procedures regarding the operation of the switchboard and reception desk.

6.1.2 SKILL REQUIREMENTS

The switchboard operator/receptionist basic skill requirements shall include, but are not limited to:

1. Experience in the operation of the following:
 - a. Digital PBX
 - b. Teleconferencing bridge
 - c. Standard telephone instrumentation
 - d. Public address system
2. Ability to use the following reference tools:
 - a. Hard copies and electronic telephone directories
 - b. NRC organization charts
 - c. Regional and Headquarters personnel telephone listings
3. Ability to speak the English language clearly.
4. Ability to read, write and comprehend the English language.
5. Ability to type.
6. Familiar with Windows, e-mail systems and word processing software.
7. Interpersonal and organizational skills.

6.1.3 PERFORMANCE MEASURES

1. Serves as the full-time switchboard operator/receptionist for the NRC Region III office. Since the NRC has classified this position as essential, the Contractor shall provide continuous coverage during the scheduled duty hours above.
2. Answers incoming calls within 6 seconds.
3. Responds to all calls and inquiries, and greets visitors at all levels in a courteous, helpful and tactful manner under both normal and stressful situations.
4. Transfers call to the appropriate person(s).
5. Serves as an NRC Information Operator by supplying numbers, extensions, names, etc., and questioning callers, as necessary, to determine appropriate organization referrals.
6. Complies with administrative procedures as outlined in the "NRC Region III Desk Procedures" when obtaining information needed to accept collect calls. This also includes maintaining a "Collect Call Log" in accordance with the Desk Procedures.

7. Electronically opens the reception doors for NRC employees and visitors, unless otherwise directed.
8. Ensures all visitors properly complete and sign the "Visitor Logbook" located at the reception desk.
9. Issues the appropriate NRC Visitor/Employee Badge (keycard).
10. Ensures that all badges (keycards) are accounted for at the end of each day. This also includes maintaining a "Keycard Logbook" at the receptionist desk.
11. Notifies appropriate NRC Regional staff of visitors' arrival.
12. Makes announcements and pages individuals over the Public Address System, as directed by the NRC Technical Monitor or in accordance with the Region III Desk Procedures. This also includes the activation of the Incident Response Center.
13. Logs and assigns helpdesk tickets among members of the Information Technology staff in accordance with the Region III Desk Procedures.
14. Provides backup coverage for Data entry personnel.
15. Provides backup coverage for ADAMS scanning and profiling personnel.

6.2 ADAMS SCANNING AND PROFILING

The contractor will provide support to fully process into the Agencywide Documents Access and Management System (ADAMS) all incoming documents received at the NRC Regional Document Processing Center (RDPC), as well as processing for NRC internally generated documents. The goal of this task is to maintain primary processing of NRC generated documents, and the externally generated documents processed by RDPC, by contractor staff to ensure a higher level of quality control and consistency in data entry and to maintain a higher level of integrity in the ADAMS database.

The implementation will include the following activities:

Process the internally and externally generated documents into ADAMS. The total number of documents entered daily is approximately 25. The contractor shall be responsible for performing the Scanning, OCR, Indexing (Profiling), Quality Control, and Distribution functions. All documents shall be entered into ADAMS as soon as possible after receipt.

TASK AREA #1 - ADAMS DOCUMENT PROCESSING

Incoming Paper Documents:

The Contractor shall be responsible for processing incoming paper documents. ADAMS document processing tasks shall include but not be limited to:

1. Preparing paper documents for scanning and reassembling the documents for final disposition after processing has been completed,
2. Scanning incoming paper documents generating Portable Document Format (PDF) images from the paper documents received for processing,
3. Creating a minimum profile for each document and,
4. Copying and pasting documents into the appropriate Headquarters Document Processing Center (HQDPC) to have processing completed by HQDPC.

NRC Staff Generated Documents:

The Contractor shall be responsible for preparing NRC staff generated documents (Mixed Packages) consisting of a combination of electronic files and paper documents for submittal to HQDPC for complete processing. The NRC staff will profile (minimal) the electronic files(s) and complete an ADAMS Document Submission Form (NRC Form 665) for submitting the paper documents to the RDPC. The form will specify the ADAMS Accession Number of the electronic file(s) and indicate the order in which the documents should be packaged by the RDPC including the order of the electronic files and paper documents. The electronic file(s) of mixed packages will be copied and pasted into a folder by NRC staff for retrieval by the Contractor staff upon receipt of the form.

ADAMS document processing tasks shall include but not be limited to:

1. Preparing paper documents for scanning and reassembling the documents for final disposition after processing has been completed,
2. Scanning paper documents generating a Portable Document Format (PDF) file from the paper documents received for processing,
3. Creating a minimum profile for each paper document,
4. Creating an ADAMS Package (if not created by the NRC staff) in which the Contractor will save the electronic and paper pieces of the mixed packages, and
5. Copy documents into the appropriate HQDPC folder to have processing completed by the HQDPC.

The NRC will provide the Contractor with procedures and guidelines for processing mixed packages.

Scanning & Profiling Timeliness

The Contractor shall process documents received in the RDPC in one of the two processing categories, expedited and normal processing. Documents marked expedited shall be processed before documents received for normal processing. The contractor shall be responsible for coding a minimum of 25 documents each work day. Documents received in the RDPC by 2:30 p.m. shall be sorted, stamped, counted, recorded, and processed for inclusion in that day's document count. If any documents are not coded on the same day they are received, the contractor shall code these documents first on the following work day. If the contractor meets the 25 production level prior to close of business, and additional documents are available for processing, the Contractor shall process as many as possible of the remaining documents during the time remaining on that work day.

In the event that the weekly volume of incoming documents exceeds the 125 weekly requirement, the contractor shall immediately notify the NRC Technical Monitor of the document backlog expected to occur, noting the approximate number of documents. The NRC Technical

Monitor shall make a determination on the correct course of action that may be used to reduce the backlog and will provide written direction to the contractor.

SUBTASK #1 - OPERATIONS

The operation subtask includes document receipt (both paper and electronic), document coding, and quality control.

Work Element 1 - Document Receipt

The contractor shall track and verify the return of all paper documents provided to the contractor after processing has been completed (i.e., image processing, text processing, indexing and distribution). The contractor shall be responsible for receiving and processing all documents submitted under the NRC "Electronic Information Exchange" initiative in accordance with the RDPC SOP Manual (NRC will provide the Manual to the contractor).

TASK AREA #2 - DOCUMENT PREPARATION

The RDPC shall serve as the central control point for document processing.

Work Element 1 - Document Preparation

The contractor shall prepare documents for scanning by removing all staples, binders, paper clips, etc. The document preparation staff shall provide documents to the scanning staff for processing by distribution category. The Contractor shall implement procedures to review each document to ensure that all referenced enclosures or attachments are included prior to scanning and shall report any discrepancies to the Task Manager for resolution.

Documents requiring special handling are those that contain sensitive information. The contractor shall handle, mark, protect and transmit documents containing sensitive information in accordance with procedures set forth in NRC Management Directive 12.6 "NRC Unclassified Sensitive Information Security Program."

Work Element 2 - Document Recompilation/Final Document Disposition

After completing the scanning and quality control process, the Contractor shall restore each document to its original form (assembled in the order in which it was received, stapled where appropriate, placed back in binders as received, etc.). The Contractor shall deliver all completed documents to the Information Management Center designated location by COB each day.

TASK AREA #3 - DOCUMENT SCANNING/IMAGING

Work Element 1 - Scanning/Imaging

The Contractor shall create scanned images (pages) daily from paper documents received in the RDPC. Document scanning shall result in a Portable Document Format (PDF) file for the document pages to be linked with the ADAMS document profile.

The Contractor shall provide various levels of scanning services. For simple scanning, the contractor will scan a document and send the scanned image to the requestor. Normal scanning is performed on paper documents that are received for regular processing. The Contractor will scan expedited documents and send the scanned image (or its location in ADAMS) to the requestor no later than three (3) hours from the time of receipt. Complex scanning services require the contractor to scan portions of a document and package it with electronic portions of a document.

Documents received in the RDPC by 2:30 p.m. shall be sorted, stamped, counted, recorded, and processed for inclusion in that day's document count. Documents received after 2:30 p.m. shall be sorted, stamped, counted and recorded for inclusion in the next day's document count. If there are any documents that are not scanned on the same day they are received, the contractor shall process these documents first on the following work day.

Work Element 2 - Quality Control

The contractor shall perform a quality control check on all images created to ensure they are properly oriented and readable.

TASK AREA #4 - DOCUMENT INDEXING

Work Element 1 - Document Indexing

ADAMS document indexing involves identifying and entering all information necessary to create ADAMS document profiles. This includes all data elements required for document distribution, tracking, and identification. All document indexing shall be performed in accordance with the information contained in the NRC Form 665 provided with each document.

Work Element 2 - Quality Control

The contractor shall perform a quality control check after each profile is completed to ensure all required information identified on the NRC Form 665 is included in the profile and is accurate.

The contractor shall also perform a quality control check on internally generated documents to ensure that documents submitted by the NRC in mixed formats (those consisting of electronic files and paper documents) are packaged according to the NRC Form 665 accompanying the documents and that the package contains the documents provided in the correct sequence.

TASK AREA #5 - DOCUMENT DISTRIBUTION

There are two processing categories established; expedited, which requires that processing be completed within three (3) work hours of receipt in the RDPC, and normal which requires that processing be completed within eight (8) work hours of receipt in the RDPC.

TASK AREA #6 - DATA ENTRY

The contractor's personnel shall be responsible for setting up their individual schedules in order to perform the data entry duties described in the chart entitled, "Region III Data Entry Duties" in Attachment 1.

6.2.1 DOCUMENT PREPARATION

The contractor shall prepare documents received in paper format for scanning and shall reassemble the documents after the scanning process has been completed. The contractor shall prepare documents submitted electronically and documents submitted with partial electronic and partial paper files, ensuring that the documents are complete and in the proper order for processing into ADAMS. The contractor shall assemble and forward all documents completed that day to the Information Management Center designated location by COB each day.

6.2.2 DOCUMENT SCANNING/IMAGING

The contractor shall generate Portable Document Format (PDF), or whichever format is required, images for paper documents received for processing.

6.2.3 DOCUMENT INDEXING/PROFILING

The Contractor shall enter ADAMS profile and security data for both externally and internally generated documents submitted to the RDPC for processing into ADAMS.

A document profile, using the appropriate template, must be completed for every document entered into ADAMS. ADAMS document profiles contain information about the document such as author, title, docket number, availability, etc. The profile provides consistent data fields of information needed to identify, locate, list, and manage documents.

6.2.4 USER SUPPORT SERVICES

The Contractor will assist in the review of ADAMS Templates to ensure all appropriate information is accounted for when a template is revised or a new one is developed.

6.2.5 DATA ENTRY

The Contractor shall provide a competent, experienced, and highly qualified person to fulfill the data entry, routine, and ad-hoc report generation, system maintenance (e.g., data editing), and report distribution requirements.

6.2.6 RECEPTIONIST AND ADMINISTRATIVE SERVICES

The Contractor shall provide Receptionist Support Services and other light administrative duties associated with the Information Management Center. This will include relieving the receptionist during breaks, meetings, lunch and periods of absence. This role will be shared among a number of individuals and should consist of infrequent and relatively short periods of time.

6.2.7 SPECIFIC SUB-TASKS

SUBTASK 1 - QUALITY CONTROL PROCEDURES/QUALITY ASSURANCE

The Contractor shall follow quality control procedures provided in the RDPC SOP Manual for each task, conducting quality assurance inspections at various points throughout the process. These quality assurance inspections shall ensure that all pages are scanned correctly and the image quality is acceptable for viewing in ADAMS; the text is acceptable for ADAMS term search indexing; data are consistently input into the ADAMS document profile and security fields; and ensure that PDF files retain the document integrity of the original native format. The contractor shall be responsible for performing quality control on PDF files.

The Contractor shall also be responsible for implementing RDPC SOP Manual quality control procedures for internally generated documents. This includes procedures for ensuring that documents submitted by the NRC staff in mixed format consisting of electronic files and paper documents and documents consisting of multiple electronic files are packaged and entered into ADAMS in the order defined by the NRC staff.

SUBTASK 2 - NRC REGIONAL DOCUMENT PROCESSING CENTER (RDPC) SOP

The Contractor shall maintain the NRC ADAMS Regional Document Processing Center (RDPC) SOP Manual cited throughout this SOW and make it available in ADAMS. If for whatever reason the RDPC SOP Manual requires modification, the contractor shall submit the proposed changes to the NRC Technical Monitor for review and approval. The contractor shall update the manual and make it available in ADAMS within thirty (30) days of the NRC Technical Monitor's approval of the change(s) to the process.

SUBTASK 3 - CONTRACTOR STAFF TRAINING

The Contractor shall be trained in-house, utilizing an "on-the-job" training methodology.

SUBTASK 4 - REPORTING REQUIREMENTS

The Contractor shall maintain and supply accurate reports as directed.

DAILY PRODUCTION INDICATORS REPORTS

The Contractor shall provide a Daily Production Indicators Report to the NRC Technical Monitor that gives a full accounting of document handling and processing statistics for each previous day's task. The information provided in the report shall include, but not be limited to, the number of accession numbers created daily and a list of rejected documents and the cause for rejection.

The report shall be provided to the NRC Technical Monitor before 10:00 a.m. each business day for the previous business day's work.

6.3 GENERAL DATA ENTRY SUPPORT

The Nuclear Materials program needs a contractor to input necessary data into various automated systems in order to conduct the Region III Nuclear Materials program.

Input data into three automated systems (Licensing Tracking System (LTS), Inspection Planning System (IPS), and Inspection Report Tracking System (IRTS)) with an accuracy rate of 97% error free. Each system's data entry requirements are as follows:

LTS - LTS tracks the Nuclear Materials licensing activities. To do so, approximately 40 LTS worksheets are submitted by the technical staff periodically to the Licensing Assistant Team (LAT) throughout the week. The data on the worksheets should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying what was entered.

IPS - IPS tracks the Nuclear Materials inspection activities. To do so, approximately 50 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread with 24 hours or less of receipt. Data can be proofread by querying the system or generating a printout.

IRTS - IRTS tracks the Nuclear Materials inspection activities also. To do so, approximately 35 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread within 24 hours or less of receipt. Data can be proofread by querying the system.

REMIT - REMIT captures radiation exposure of the Regional staff in the performance of their duties. Updates to the database are performed on a quarterly basis and is required to be completed 3 business days after the contractor is provided the data by the Radiation Safety Officer (RSO).

MR - Morning Reports shall be entered into the system within 30 minutes of the contractor receiving a properly approved report signed by Regional senior management.

In addition, the Contractor shall also be responsible for performing receptionist duties in a backup role and other light administrative duties associated with providing coverage for the Information Management Center. This function will comprise a minimum number of hours as required and will report to the project officer. ***See table at Attachment 1 for systems and documentation used for performing data entry.***

7.0 ADMINISTRATIVE REQUIREMENTS

7.1 Travel

None required.

7.2 Personnel Requirements

The Contractor shall provide 3 qualified and competent personnel to perform the tasks and functional activities delineated in this statement of work. The Contractor shall provide a supervisory point of contact for the NRC Project Officer to facilitate the resolution of administrative matters involving personnel. The contractor's personnel shall act in a courteous, responsible, knowledgeable, and professional manner at all times.

7.3 Personnel Security Requirements

All contractor personnel working under this task order require an ADP Security Level III Clearance.

7.4 Hours of Operation and Holiday Schedule

The Contractor personnel shall work government administrative eight (8) hours per day, five (5) days a week. Work associated with the statement of work will begin at 700 a.m. and end at 4:45 p.m. with forty-five (45) unpaid minutes for a lunch break (***Receptionist hours of operation are from 7:00 a.m. to 4:45 p.m.***). Any changes to the hours of work shall be approved by the NRC Project Officer. These hours coincide with NRC Region III's business hours. Contractor's onsite representative shall provide the NRC Project Officer copies of the biweekly time sheets for each contractor under this SOW.

7.5 Unavailability of Personnel

If 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 NRC Project Officer and promptly replace the personnel with personnel of at least substantially equal ability and qualifications. In other circumstances, where any of the contractor personnel are 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 NRC Project Officer to evaluate the proposed substitution. The NRC Project 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 NRC Project Officer determines that suitable and timely replacement of personnel who have been reassigned, 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 contractor may be terminated by the NRC Project Officer for default or for the convenience of the Government, as appropriate. If the NRC Project 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.

7.6 Contract Deliverables

A daily production indicators report is required to be provided to the Task Monitor for Task # 6.2 by 10:00 a.m. each business day, depicting the production completed for the previous business day.

7.7 INCENTIVES

The incentives for this contract will be as the contractor performs well, NRC will exercise subsequent options.

7.8 PERIOD OF PERFORMANCE

The period of performance for the Switchboard Operations, ADAMS Scanning and Profiling, and for General Data Entry shall be:

- Base Year From January 25, 2005, to January 24, 2006
- Option 1 – From January 25, 2006, to January 24, 2007
- Option 2 – From January 25, 2007, to January 24, 2008
- Option 3 – From January 25, 2008, to January 24, 2009
- Option 4 – From January 25, 2009, to January 24, 2010

The period of performance for the Switchboard Operations, ADAMS Scanning and Profiling, and for General Data Entry shall be awarded for a period of one (1) year, hereafter referred to as the Base Period. This order also includes four one-year option periods, which may be unilaterally exercised by the Government and shall not exceed four years in duration. Exercising the option periods is contingent upon the Contractor's performance and availability of funding. All terms and conditions applicable to the base period shall extend to the option periods unless otherwise agreed.

7.9 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 e-mail 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.

7.10 PERSONNEL REQUIREMENTS/LEVEL-OF-EFFORT

- 1 Switchboard Operator
- 1 ADAMS Scanner/Profiler
- 1 Data Entry Technician

7.11 BILLING INSTRUCTIONS

General: The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Payment Team, Mail Stop T-9-H-4
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5,000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop O-2-G-11
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office.

Agency Payment Office: Payment will continue to be made by the office designated in the contract.

Frequency: The contractor shall submit a voucher or invoice monthly only after the NRC's acceptance of services rendered or products delivered in performance of the delivery order unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number and delivery order number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee. The assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of the contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
6. Description of articles or services, quantity, unit price, total amount, and cumulative amount.

For labor-hour delivery orders with a ceiling, provide a breakdown by task of labor hours by labor category, hours, fixed rate, current period dollars, and cumulative hours and dollars billed to date as authorized under the delivery order. For example:

Category	Current Hours	Fixed Rate	Current Billed	Cumulative	
				Hours	Total Billed
Sr. Scientist	100	35.00	\$3,500.00	500	\$
Engineer	100	25.00	\$2,500.00	100	\$
Totals:			\$6,000.00		\$

Invoices for the order shall be broken down by task. You must also provide a consolidated summary (cover sheet) of the total amount billed inclusive of all tasks. The summary must contain the cumulative amount invoiced to date.

7. For contractor acquired property, list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. Travel Reimbursement (if applicable)

The contractor shall submit claims for travel reimbursement as a separate item on its fixed-price invoice/voucher in accordance with the following:

Travel reimbursement. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From:	From:	
To:	To:	\$

Provide supporting documentation (receipts) for travel expenditures in excess of \$75.00 in an attachment to the invoice/voucher.

Billing of Cost After Expiration of Order: If costs are incurred during the delivery order period and claimed after the order has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the order may not exceed the total U.S. dollars authorized under the order.

7.12 52.204-7 CENTRAL CONTRACTOR REGISTRATION)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion

of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

7.13 2052.204-70 SECURITY (March 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. 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 Restricted Data or National Security Information or matter, access to unclassified Safeguards Information, access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect 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 protecting 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, safeguards information, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, other (Official Use Only) 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 shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not 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 (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(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) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. 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.

(j) 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.)

(k) 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.

(l) 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.

BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (February 2004)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with.

SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (February 2004)

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

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant

with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY ACCESS APPROVAL (February 2004)

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.

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 sensitive information technology systems or data until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS).

Temporary access may be approved based on a favorable adjudication of their security forms and checks. Final access will be approved based on a favorably adjudicated LBI in accordance with the procedures found in NRC MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 SB/ 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 SB 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 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 or 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 issuance of an NRC badge.

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 or 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 sensitive information technology systems or data until he/she is approved by SB/DFS. Temporary access may be approved based on a favorable review of their security forms and checks. Final access will be approved based on a favorably adjudicated ANACI in accordance with the procedures found in MD 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be

favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. 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. When an individual receives final access, the individual will be subject to a reinvestigation every 10 years.

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 SB/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 SB 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 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 or data or other access to such systems or data; access on a continuing basis (in excess of 30 days) to NRC Headquarters controlled buildings; or otherwise requires issuance of an NRC badge.

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 immediately contact the SB/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 via email to the SB/DFS. Additionally, SB/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."

PROJECT OFFICER AUTHORITY (February 2004)

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

Name: Roger L. Doornbos

Address: U.S. Nuclear Regulatory Commission, Mail Stop: Region III,
2443 Warrenville Road, Suite 210, Lisle, IL 60532-4352

Telephone Number: 630-829-9556

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information), access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

REGION III DATA ENTRY DUTIES

Attachment 1

TASK	SYSTEM USED	DOCUMENTATION	BRIEF DESCRIPTION OF SYSTEM AND DUTY
Licensing Tracking System (LTS)	NRCVM2 on the 9370 housed in HQ	LTS PLDB Users Guide (System No. 1266 dtd 1990)	LTS tracks the Nuclear Materials licensing activities. To do so, approximately 40 LTS worksheets are submitted by the technical staff throughout the week. The data on the worksheets should be entered and proofread within 24 hours of receipt. Data can be proofread by querying what was entered. Accuracy rate should be 97% error free.
Inspection Planning System (IPS)	DB2 under TSO housed at NIH	Region III Materials IPS Users Manual (System No. 1205 dated 1996)	IPS tracks the Nuclear Materials Inspection activities. To do so, approximately 50 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the worksheets should be entered and proofread within 24 hours of receipt. Data can be proofread by querying or generating a report. Accuracy rate should be 97% error free.
Inspection Report Tracking System (IRTS)	RPS housed on Region/HQ Servers		IRTS tracks the Nuclear Materials Inspection activities also. To do so, approximately 35 milestone forms are submitted by the technical staff periodically to LAT throughout the week. The data on the milestone forms should be entered and proofread within 24 hours of receipt. Data can be proofread by querying the system.

SECTION C - CONTRACT CLAUSES**C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

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

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

<http://www.arnet.gov/far>

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN 2003

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(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: [Contracting Officer check as appropriate.]

- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- ☐ (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) (15 U.S.C. 657a).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I (MAR 1999) of 52.219-5.
- ☐ (iii) Alternate II (JUNE 2003) of 52.219-5.
- [X] (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-6.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- [X] (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (OCT 2001) of 52.219-9.
- ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
- [X] (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (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 (JUNE 2003) of 52.219-23.
- ☐ (iii) Alternate II (OCT 1998) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- [X] (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- ☐ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (24) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ☐ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☐ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☐ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ☐ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

• ☐ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, 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: [Contracting Officer check as appropriate.]

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (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 (February 2002) (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 Agreements (CBA) (May 1989) (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)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.4 52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

C.6 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.7 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)

***** *Begin Inserted Clause (Full Text) '205221570'* *****

C.8 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

A large black rectangular redaction box covering several lines of text.

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. 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 and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, 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 or the service order, 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 or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

***** End Inserted Clause '205221570' *****

C.9 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

***** Begin Inserted Clause (Full Text) '5223218' *****

C.10 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

****** End Inserted Clause '5223218' ******

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94-2167 IL,CHICAGO

WAGE DETERMINATION NO: 94-2167 REV (27) AREA: IL,CHICAGO

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2168

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

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2167
Revision No.: 27
Date Of Revision: 06/22/2004

State: Illinois

Area: Illinois Counties of Cook, De Kalb, Du Page, Kane, Lake, Lee, McHenry

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.32
01012 - Accounting Clerk II	13.69
01013 - Accounting Clerk III	15.04
01014 - Accounting Clerk IV	17.70
01030 - Court Reporter	16.21
01050 - Dispatcher, Motor Vehicle	15.65
01060 - Document Preparation Clerk	13.25
01070 - Messenger (Courier)	10.31
01090 - Duplicating Machine Operator	12.71
01110 - Film/Tape Librarian	13.65
01115 - General Clerk I	10.84
01116 - General Clerk II	11.95
01117 - General Clerk III	13.30
01118 - General Clerk IV	15.55
01120 - Housing Referral Assistant	17.16
01131 - Key Entry Operator I	10.45
01132 - Key Entry Operator II	14.15
01191 - Order Clerk I	10.94
01192 - Order Clerk II	13.92
01261 - Personnel Assistant (Employment) I	12.71
01262 - Personnel Assistant (Employment) II	15.33
01263 - Personnel Assistant (Employment) III	17.84
01264 - Personnel Assistant (Employment) IV	19.62
01270 - Production Control Clerk	17.16
01290 - Rental Clerk	15.33
01300 - Scheduler, Maintenance	15.33
01311 - Secretary I	15.06
01312 - Secretary II	17.33
01313 - Secretary III	19.00
01314 - Secretary IV	23.19
01315 - Secretary V	27.65
01320 - Service Order Dispatcher	14.70

01341 - Stenographer I	12.71
01342 - Stenographer II	15.33
01400 - Supply Technician	21.81
01420 - Survey Worker (Interviewer)	16.21
01460 - Switchboard Operator-Receptionist	11.29
01510 - Test Examiner	17.84
01520 - Test Proctor	17.84
01531 - Travel Clerk I	11.12
01532 - Travel Clerk II	12.02
01533 - Travel Clerk III	13.00
01611 - Word Processor I	12.71
01612 - Word Processor II	15.53
01613 - Word Processor III	18.90
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.43
03041 - Computer Operator I	14.43
03042 - Computer Operator II	16.13
03043 - Computer Operator III	19.73
03044 - Computer Operator IV	20.99
03045 - Computer Operator V	23.24
03071 - Computer Programmer I (1)	20.81
03072 - Computer Programmer II (1)	24.12
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.25
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.53
05010 - Automotive Glass Installer	20.95
05040 - Automotive Worker	20.95
05070 - Electrician, Automotive	21.96
05100 - Mobile Equipment Servicer	18.95
05130 - Motor Equipment Metal Mechanic	22.96
05160 - Motor Equipment Metal Worker	20.95
05190 - Motor Vehicle Mechanic	22.96
05220 - Motor Vehicle Mechanic Helper	17.93
05250 - Motor Vehicle Upholstery Worker	19.96
05280 - Motor Vehicle Wrecker	20.95
05310 - Painter, Automotive	21.96
05340 - Radiator Repair Specialist	20.95
05370 - Tire Repairer	15.92
05400 - Transmission Repair Specialist	22.96
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.25
07010 - Baker	13.06
07041 - Cook I	11.95
07042 - Cook II	13.06
07070 - Dishwasher	9.25
07130 - Meat Cutter	13.06
07250 - Waiter/Waitress	9.96
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	19.10
09040 - Furniture Handler	13.83
09070 - Furniture Refinisher	19.10
09100 - Furniture Refinisher Helper	15.59
09110 - Furniture Repairer, Minor	17.36
09130 - Upholsterer	19.10
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	10.64
11090 - Gardener	15.05
11121 - House Keeping Aid I	9.03
11122 - House Keeping Aid II	9.96
11150 - Janitor	11.42
11210 - Laborer, Grounds Maintenance	12.05
11240 - Maid or Houseman	9.03
11270 - Pest Controller	15.76
11300 - Refuse Collector	12.87
11330 - Tractor Operator	14.12
11360 - Window Cleaner	12.49
12000 - Health Occupations	
12020 - Dental Assistant	12.56
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.75
12071 - Licensed Practical Nurse I	12.79
12072 - Licensed Practical Nurse II	14.36
12073 - Licensed Practical Nurse III	16.07
12100 - Medical Assistant	12.55
12130 - Medical Laboratory Technician	14.95
12160 - Medical Record Clerk	14.29
12190 - Medical Record Technician	14.36
12221 - Nursing Assistant I	8.66
12222 - Nursing Assistant II	9.73
12223 - Nursing Assistant III	10.14
12224 - Nursing Assistant IV	11.76
12250 - Pharmacy Technician	12.72
12280 - Phlebotomist	11.22
12311 - Registered Nurse I	20.30
12312 - Registered Nurse II	26.75
12313 - Registered Nurse II, Specialist	26.75
12314 - Registered Nurse III	32.36
12315 - Registered Nurse III, Anesthetist	32.36
12316 - Registered Nurse IV	37.03
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.78
13011 - Exhibits Specialist I	18.12
13012 - Exhibits Specialist II	22.44
13013 - Exhibits Specialist III	27.45
13041 - Illustrator I	16.80
13042 - Illustrator II	22.14
13043 - Illustrator III	25.45
13047 - Librarian	23.95
13050 - Library Technician	15.50
13071 - Photographer I	17.74
13072 - Photographer II	20.05
13073 - Photographer III	24.68
13074 - Photographer IV	30.20
13075 - Photographer V	35.43
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.87
15030 - Counter Attendant	7.87
15040 - Dry Cleaner	10.26
15070 - Finisher, Flatwork, Machine	7.87
15090 - Presser, Hand	7.87
15100 - Presser, Machine, Drycleaning	7.87
15130 - Presser, Machine, Shirts	7.87
15160 - Presser, Machine, Wearing Apparel, Laundry	7.87
15190 - Sewing Machine Operator	10.99
15220 - Tailor	11.77

15250 - Washer, Machine	8.70
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	20.27
19040 - Tool and Die Maker	25.93
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20.83
21020 - Material Coordinator	19.74
21030 - Material Expediter	19.74
21040 - Material Handling Laborer	17.26
21050 - Order Filler	10.96
21071 - Forklift Operator	14.31
21080 - Production Line Worker (Food Processing)	14.29
21100 - Shipping/Receiving Clerk	15.87
21130 - Shipping Packer	15.87
21140 - Store Worker I	10.97
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.38
21210 - Tools and Parts Attendant	16.25
21400 - Warehouse Specialist	15.73
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	24.49
23040 - Aircraft Mechanic Helper	19.29
23050 - Aircraft Quality Control Inspector	25.43
23060 - Aircraft Servicer	21.29
23070 - Aircraft Worker	22.34
23100 - Appliance Mechanic	19.10
23120 - Bicycle Repairer	15.92
23125 - Cable Splicer	24.89
23130 - Carpenter, Maintenance	24.16
23140 - Carpet Layer	26.24
23160 - Electrician, Maintenance	26.18
23181 - Electronics Technician, Maintenance I	21.15
23182 - Electronics Technician, Maintenance II	22.33
23183 - Electronics Technician, Maintenance III	23.51
23260 - Fabric Worker	17.36
23290 - Fire Alarm System Mechanic	24.17
23310 - Fire Extinguisher Repairer	17.92
23340 - Fuel Distribution System Mechanic	22.42
23370 - General Maintenance Worker	17.24
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.82
23430 - Heavy Equipment Mechanic	21.41
23440 - Heavy Equipment Operator	26.91
23460 - Instrument Mechanic	22.42
23470 - Laborer	13.12
23500 - Locksmith	19.10
23530 - Machinery Maintenance Mechanic	20.17
23550 - Machinist, Maintenance	24.32
23580 - Maintenance Trades Helper	15.37
23640 - Millwright	21.92
23700 - Office Appliance Repairer	21.29
23740 - Painter, Aircraft	19.97
23760 - Painter, Maintenance	19.97
23790 - Pipefitter, Maintenance	25.53
23800 - Plumber, Maintenance	23.71
23820 - Pneudraulic Systems Mechanic	22.42
23850 - Rigger	23.16
23870 - Scale Mechanic	20.17
23890 - Sheet-Metal Worker, Maintenance	25.40
23910 - Small Engine Mechanic	18.22
23930 - Telecommunication Mechanic I	22.42
23931 - Telecommunication Mechanic II	23.54

23950 - Telephone Lineman	22.42
23960 - Welder, Combination, Maintenance	19.97
23965 - Well Driller	23.49
23970 - Woodcraft Worker	19.97
23980 - Woodworker	16.38
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.41
24580 - Child Care Center Clerk	12.36
24600 - Chore Aid	8.72
24630 - Homemaker	13.88
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	26.30
25040 - Sewage Plant Operator	21.01
25070 - Stationary Engineer	26.30
25190 - Ventilation Equipment Tender	19.03
25210 - Water Treatment Plant Operator	21.01
27000 - Protective Service Occupations	
(not set) - Police Officer	26.83
27004 - Alarm Monitor	16.02
27006 - Corrections Officer	22.90
27010 - Court Security Officer	24.25
27040 - Detention Officer	22.90
27070 - Firefighter	21.99
27101 - Guard I	9.97
27102 - Guard II	16.66
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.76
28020 - Hatch Tender	18.38
28030 - Line Handler	18.38
28040 - Stevedore I	17.45
28050 - Stevedore II	19.19
29000 - Technical Occupations	
21150 - Graphic Artist	22.19
29010 - Air Traffic Control Specialist, Center (2)	32.52
29011 - Air Traffic Control Specialist, Station (2)	22.43
29012 - Air Traffic Control Specialist, Terminal (2)	24.70
29023 - Archeological Technician I	16.16
29024 - Archeological Technician II	18.18
29025 - Archeological Technician III	22.44
29030 - Cartographic Technician	26.98
29035 - Computer Based Training (CBT) Specialist/ Instructor	29.06
29040 - Civil Engineering Technician	21.76
29061 - Drafter I	12.98
29062 - Drafter II	14.59
29063 - Drafter III	18.48
29064 - Drafter IV	22.89
29081 - Engineering Technician I	14.35
29082 - Engineering Technician II	16.14
29083 - Engineering Technician III	20.53
29084 - Engineering Technician IV	24.55
29085 - Engineering Technician V	30.78
29086 - Engineering Technician VI	37.24
29090 - Environmental Technician	18.32
29100 - Flight Simulator/Instructor (Pilot)	31.42
29160 - Instructor	24.26
29210 - Laboratory Technician	17.35
29240 - Mathematical Technician	22.89
29361 - Paralegal/Legal Assistant I	15.41
29362 - Paralegal/Legal Assistant II	20.68
29363 - Paralegal/Legal Assistant III	25.29

29364 - Paralegal/Legal Assistant IV	30.60
29390 - Photooptics Technician	22.89
29480 - Technical Writer	24.42
29491 - Unexploded Ordnance (UXO) Technician I	20.67
29492 - Unexploded Ordnance (UXO) Technician II	25.01
29493 - Unexploded Ordnance (UXO) Technician III	29.98
29494 - Unexploded (UXO) Safety Escort	20.67
29495 - Unexploded (UXO) Sweep Personnel	20.67
29620 - Weather Observer, Senior (3)	18.18
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.37
29622 - Weather Observer, Upper Air	16.37
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.04
31260 - Parking and Lot Attendant	12.59
31290 - Shuttle Bus Driver	18.65
31300 - Taxi Driver	15.18
31361 - Truckdriver, Light Truck	18.65
31362 - Truckdriver, Medium Truck	19.80
31363 - Truckdriver, Heavy Truck	20.98
31364 - Truckdriver, Tractor-Trailer	20.98
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.59
99030 - Cashier	9.65
99041 - Carnival Equipment Operator	12.83
99042 - Carnival Equipment Repairer	13.74
99043 - Carnival Worker	9.25
99050 - Desk Clerk	10.08
99095 - Embalmer	22.41
99300 - Lifeguard	10.86
99310 - Mortician	25.77
99350 - Park Attendant (Aide)	13.64
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.28
99500 - Recreation Specialist	11.93
99510 - Recycling Worker	16.52
99610 - Sales Clerk	10.86
99620 - School Crossing Guard (Crosswalk Attendant)	11.39
99630 - Sport Official	10.86
99658 - Survey Party Chief (Chief of Party)	17.55
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.11
99660 - Surveying Aide	11.01
99690 - Swimming Pool Operator	15.05
99720 - Vending Machine Attendant	13.80
99730 - Vending Machine Repairer	15.84
99740 - Vending Machine Repairer Helper	13.80

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

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

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

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

6) The contractor informs the affected employees.

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

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