

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. HR-06-373	BPA NO.
2. CONTRACT NO. GS-23F-0079J	3. AWARD/EFFECTIVE DATE <b>MAR 17 2008</b>	4. ORDER NO. DR-38-06-373	MODIFICATION NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Sharlene McCubbin			b. TELEPHONE NO. (No Collect Calls) 301-415-6565	8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharlene McCubbin Mail Stop T-7-I-2 Washington, DC 20555		CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A
15. DELIVER TO U.S. Nuclear Regulatory Commission ATTN: Sharlene McCubbin Division of Contracts Mail Stop: T-7-I-2 Washington DC 20555		CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555		
17a. CONTRACTOR/OFFEROR BERNARD HODES GROUP INC 8270 GREENSBORO DR STE 600 MC LEAN VA 22102-383 TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission ATTN: Division of Contracts Mail Stop T-7-I-2 Washington DC 20555	
<input type="checkbox"/> 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. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a GSA Delivery Order for Nationwide Recruitment Advertising. The services shall be provided in accordance with Bernard Hodes Group GSA contract schedule pricing as specified in Bernard Hodes Group price proposal and the attached Statement of Work.</p> <p>The period of performance for this order is one year with two one year options.</p> <p>The total estimated cost for this order is \$928,206.08.                      BASE YEAR      OPT. YR 1      OPT. YR 2                      \$299,429.46    \$306,441.66    \$308,880.74</p> <p>The project officer for this order is Henry Rubin on (301) 415-1374.</p> <p>Contract Specialist is Sharlene McCubbin on (301) 415-6565.</p> <p>The amount incrementally funded at this time is \$5,000.00.</p> <p style="text-align: center;">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA 31X0200 B&R: 684155C1310 BOC: 2440 JCN: A8402 OBLIGATE: \$5,000.00 DUNS: 620701748		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$5,000.00	
<input type="checkbox"/> 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.		<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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 _____ QUOTE _____ 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) <i>Phyllis Bower</i>	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Phyllis Bower Contracting Officer	31c. DATE SIGNED 3/17/08

## **TASK ORDER TERMS AND CONDITIONS**

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The Task Ordering terms and conditions are stated in the Attached Statement of Work.

### **A.1 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)**

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$299,429.46.

(b) The amount presently obligated with respect to this contract is \$5,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

### **A.2 PROJECT TITLE**

NATIONWIDE RECRUITMENT ADVERTISING

### **A.3 BRIEF DESCRIPTION OF WORK**

The Contractor shall provide facilities, personnel, and management in order to provide a comprehensive, creative recruitment advertising campaign, on behalf of the NRC, which will cover at a minimum: (a) newspapers, magazines, trade or professional journals and other printed media (including college newsletters, posters, etc.); (b) audiovisual and broadcast media; (c) photography, artwork, and design for recruitment display units and other promotional materials; (d) advertising on the Internet; and (e) other NRC approved avenues for recruitment effort enhancement.

### **A.4 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20**

### **A.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)**

(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.]

(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 (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) [Reserved]
- (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.
- (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 (JUL 2005) (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.
- (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 (SEP 2005) (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)
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

- [X] (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).
- [X] (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) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(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)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2006) of 52.225-3.
- (iii) Alternate II (JAN 2006) of 52.225-3.
- (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (29) 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)).
- (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [X] (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) 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 (JUL 2005) (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) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) 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.

## **A.6 Other Applicable Clauses**

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

## **A.7 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)**

This contract shall commence on March 13, 2006 and will expire on March 12, 2007. The term of this contract may be extended at the option of the Government for an additional two.

## **A.8 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through March 12, 2007.

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

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

#### **A.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

#### **A.10 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 three years.

#### **A.11 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

#### **A.12 LIST OF ATTACHMENTS**

ATTACHMENT 1	STATEMENT OF WORK
ATTACHMENT 2	SAMPLE NRC TASK ORDER FORM
ATTACHMENT 3	BILLING INSTRUCTIONS

## STATEMENT OF WORK

### Background

The Nuclear Regulatory Commission (NRC) recruits for the many hard-to-fill positions including Materials Engineers, Health Physicists, Fire Protection Engineers, Instrumentation and Control Engineers, and Reactor Inspectors. The NRC's EEO needs are met through the recruitment of high-caliber minority and women engineers. In addition, the NRC will continue to advertise for candidates for its Nuclear Safety Professional Development Program (NSPDP), General Engineer/Physical Scientist vacancies, and Graduate Fellowship Program. In order to obtain the best candidates for the Agency and to provide the NRC with a consistent, uniform advertising program, the NRC requires the services of one national, full-service, multiple-media contractor with previous experience in recruiting candidates in high-technology and nuclear-related fields.

### Scope of Work

The Contractor shall provide facilities, personnel, and management in order to provide a comprehensive, creative recruitment advertising campaign, on behalf of the NRC, which will cover at a minimum: (a) newspapers, magazines, trade or professional journals and other printed media (including college newsletters, posters, etc.); (b) audiovisual and broadcast media; (c) photography, artwork, and design for recruitment display units and other promotional materials; (d) advertising on the Internet; and (e) other NRC-approved avenues for recruitment effort enhancement.

### NRC Advertising/Report Requirements and Contractor Responsibilities -Basic

- a. The NRC anticipates ordering the following advertisements on a yearly basis: 70 newspaper ads (varying in size depending on the type of position advertised); 50 trade publication ads; 30 ads targeted for minority, women, and people who are physically challenged; 20 web-site ads; and 10 color ads. Other approved media could include promotional materials such as photographs, brochures, and pamphlets, of which NRC may require one or two a year. These are estimates and the NRC is not bound by these projections. Samples of NRC text-only ads, color ads, and color brochures are included at Attachment 1.
- b. The Contractor shall be responsible for all creative work required under this delivery order. All creative work shall include, but not be limited to, creative conceptualization, design, writing, photography, and artwork production needed for the Contractor to place advertisements in all printed and other approved media.
- c. The Contractor shall prepare and submit proof copies of all advertising designed to be placed in all media to the NRC Project Officer for approval. The NRC Project Officer will comment on or approve the proofs within five working days after receipt of the proofs from the Contractor.
- d. The Contractor shall keep the NRC Project Officer apprised of all ad deadlines for relevant technical journals and indicate any special journals that may be of interest to the NRC.

e. The Contractor shall provide information on recruitment job fairs, which are applicable to NRC's needs for specialized personnel, held by various entities such as minority job fairs, college placement offices, professional organizations, and the like.

f. The Contractor may also be required to prepare the following reports: Status Report on Minority and Disabled Employee Recruitment Advertising; Advertising Options for NRC Recruitment Efforts; Cost Status on Ad Placements. Report descriptions and schedule are provided below.

g. Work under this delivery order will be initiated by the NRC through Task Orders. Reference task order procedures below.

#### NRC Advertising Requirements -Optional Requirements

The NRC reserves the right to place ads using audiovisual or broadcast media. Audiovisual media may include, for example, computer-assisted animation, videotape, and photography. Broadcast media may include radio, television, and cable. In the event such requirements become necessary, the NRC will notify the Contractor of its intent to exercise this option in writing and will exercise the option by means of a modification to the delivery order. Any such additional work shall be within the scope of this delivery order.

#### NRC Task Order Form and Procedures

a. When the NRC desires the Contractor to provide services under this delivery order, the NRC Project Officer will submit a written Task Order with an identification number specifying the minimum service to be provided. Although the request for services by the NRC Project Officer will vary according to circumstances, it will be specific as to requirements while providing the Contractor latitude to exercise creativity and professional expertise. The Task Order form is described below and a sample of the form can be found at Attachment 2.

b. The Task Order form is divided into three parts as follows:

(1) Part I, prepared by the NRC Project Officer, describes the NRC-required ad or project, and includes the dates required for the Contractor to submit concepts, or proofs, or place the ad in the required media.

(2) Part II of the task order, prepared by the Contractor, provides the following:

i. Total labor costs broken down by types of employees to be utilized (per Schedule), number of hours required for each employee and total cost for labor using the labor rates contained in the Schedule.

ii. Itemized ceiling costs for materials, media, and other services,

iii. Delivery date projections as well as cost status information.

iv. The Contractor may include on a continuation sheet, a suggested description of the course or courses of performance to accomplish the desired product. This may include a listing of tasks to be performed with an

interim and/or final completion date for each task.

(3) Task Order, Part III, contains a signature block for the NRC Project Officer for final approval of the Contractor's costs and delivery date projections and authorization for the Contractor to proceed with the requirement. It is understood and agreed that by requesting the Contractor to submit the information requested in Part II of the Task Order, the NRC is not obligated to issue a task order to the Contractor for performance of the project. The NRC Contracting Officer shall have the right at any time prior to the issuance of a task order to reject the Contractor's costs and require the submission of revised costs. The NRC Contracting Officer also has the right to require additional information or documentation from the Contractor concerning his ceiling costs.

#### Task Order Procedures

a. The Contractor shall perform only those services stated on the properly executed Task Orders. For the purposes of this delivery order, properly executed Task Orders are those approved in writing or orally by the NRC Project Officer. Persons also authorized to approve Task Orders include the NRC Contracting Officer and the NRC Contract Specialist. Costs incurred for services provided against other than properly executed Task Orders will not be recognized by the NRC.

b. The Contractor shall not begin performance on any project until notified by the NRC Project Officer of issuance of a task order. This notification may be either by the Contractor's receipt of a written task order or by verbal notification by the NRC Project Officer followed by a confirmatory written task order.

c. Verbal notification to proceed may be used by the NRC Project Officer in order to meet time-sensitive deadlines for newspapers and trade publications or when criticality of the required project requires. Such verbal notification may be subject to completion of price agreement and will be based upon a not-to-exceed amount.

d. Payment will be based on the final task order price in accordance with schedule. No payment will be made to the Contractor in the absence of a final agreed-upon task order. Should the parties fail to reach agreement of terms for a task order, the NRC Contracting Officer shall issue a task order unilaterally.

e. One copy of the finalized Task Order shall be submitted to the NRC Contracting Officer via e-mail.

#### Quality Control

The Contractor shall ensure that the quality of all advertising products fully satisfies the requirements of the Statement of Work. In performing this delivery order, the Contractor shall:

(1) Be responsive to NRC needs for recruiting scarce, highly specialized personnel. This means that proposed advertising will be geared to appeal to a highly technical audience, primarily in nuclear-related areas;

(2) Include a tracking mechanism in print advertising that will enable NRC to measure

the effectiveness of that advertising;

(3) Advise the Project Officer of successful trends in advertising that could apply to NRC's situation;

(4) Immediately correct any errors or other problems that may be determined through in-house quality control procedures or as determined by the Project Officer. Correction of errors shall be at no cost to the NRC. The Contractor shall not make any changes involving additional cost to the Government unless authorized by the Contracting Officer.

#### Contractor Corporate Organization and Personnel

a. The Contractor shall be a national, full-service, multiple-media recruitment advertising organization with previous experience in recruiting for candidates in high-technology and nuclear-related fields.

b. The Contractor personnel assigned to this contract shall have demonstrated experience in recruitment advertising with specialized experience in high-technology and nuclear-related fields. The Contractor's personnel also shall be fully capable of performing all creative work needed to produce recruitment materials and concepts and to place the advertising in the proper media.

c. The Contractor's designated Project Manager and backup Project Manager shall be considered key persons. The Project Manager and backup shall be fully experienced in recruiting personnel in the areas of high technology engineering in nuclear-related areas.

#### Compensation

a. Compensation is earned only through payment for the labor of Contractor employees as specified in fixed price task orders issued under the terms of the delivery order. The Contractor shall not charge hourly labor rates to the NRC beyond the fixed hourly rates specified in the Contractor's GSA contract rates.

b. A firm fixed price order provides for a price that is not subject to any adjustment on the basis of Contractor's cost experience in performing the work specified. Those priced elements for labor contained in task orders executed under this delivery order are firm fixed price in accordance with the Contractor's GSA contract rates.

#### Advertising, Materials, Media, Services, and Other Costs

a. The fixed price principle extends to the procurement by the NRC of goods and services required for the production of finished advertisements and collateral materials (reference the following paragraph b), except that the price agreed to by the NRC Project Officer for the sum of such items on a given task order shall be regarded as a ceiling rather than a firm fixed price. The NRC will pay the actual cost unless it exceeds the agreed-upon ceiling, in which case the ceiling price will be paid. Any adjustment hereunder shall be evidenced by a modification to the task order. Fee or profit shall not be paid on costs of production items/materials.

b. The term "collateral" used in the preceding paragraph and hereinafter refers to any advertising displays intended for other than mass media distribution, including direct mail pieces, posters, brochures, and booklets.

c. It is recognized that unit prices for print media may vary up or down from original estimates as rates are affected by volume discounts, based on total NRC orders, specified in the supplier's schedule of rates. If the actual price is higher than estimated because the NRC procured fewer pages of advertising from a publication than anticipated, the actual price will be paid.

#### Travel

a. The Contractor shall be required to meet one time with the NRC Project Officer and the NRC Contracting Officer to discuss the technical and contract administration issues at the beginning of the contract period of performance. This travel shall be at no cost to the NRC.

b. Travel may be required as a result of the NRC's optional requirements and will be negotiated at that time.

c. All domestic travel requires the prior approval of the NRC Project Officer.

d. The Contractor shall not make any changes involving additional cost to the Government unless authorized by the Contracting Officer.

#### Report Description and Schedule

NRC reserves the right to request Quarterly Status Reports on Minority and Disabled Employees Recruitment Advertising. This report shall indicate the minority and disabled target publications in which NRC advertised during the previous quarter indicating the specific category.

Semiannual Advertising Options for NRC Recruitment Efforts. This report shall list recommended journals and newsletters (particularly those of interest to the NRC) with issue dates, advertising submittal dates, and the Contractor's estimated advertising costs for those publications.

Quarterly Cost Status on Ad Placement. The Contractor shall use a cost and item tracking mechanism that shall produce printed status reports on a monthly basis or more frequently as the NRC requires. The tracking system shall be updated and current at all times so that the status information may be retrieved daily for the NRC should the need arise. The fields of the tracking system shall include, but not be limited to, the following:

- i. Name of magazines, journal, or other medium
- ii. The size and rate per chosen size
- iii. Placement schedules (date due and date placed)
- iv. Cost summaries (including cumulative costs and remaining balance)

## EVALUATION FACTORS

### 1. CORPORATE EXPERIENCE AND PAST PERFORMANCE

Extent to which the Offeror has the resident nationwide corporate experience and capability to permit the Offeror to provide and perform a wide variety of multiple-media recruitment advertising services without a learning and education period and process (other than particulars on the specific advertising service involved). Extent to which the Offeror has successfully performed on other contracts currently or in the past of similar size and scope. (30 points)

### 2. EXPERIENCE OF KEY PERSONNEL AND OTHER PROPOSED PERSONNEL

Extent to which the proposed key personnel and other proposed personnel have demonstrated broad experience in dealing with nationally advertised high-technology positions including any experience in nuclear-related fields, in working nationally with the various advertising media (including printed, audiovisual, and broadcast media), and in preparing display and promotional materials and other creative work. (25 points)

### 3. TECHNICAL APPROACH

Extent to which the proposed technical approach demonstrates that the Offeror can provide sound and innovative advertising strategies for attracting applicants to the NRC, sound procedures to keep the NRC Project Officer informed of the effectiveness of the NRC's advertising, and sound procedures to advise the NRC Project Officer of successful trends in advertising which could apply to NRC's requirement. (25 points)

### 4. PROJECT MANAGEMENT PLAN

Extent to which the Offeror demonstrates sound procedures to plan and manage work, control costs, as well as demonstrate that the Offeror's quality control procedures allow the Offeror to immediately correct any errors or problems which are brought to their attention either by in-house review or by review of the NRC Project Officer. (20 points)



**PART II (prepared by NRC Project Officer)  
Production Labor**

**Labor Category**

<u>ID No.</u>	<u>Employee Type</u>	(1) X <u>Cost/</u> <u>Hour</u>	(2) = <u>No. of</u> <u>Hours</u>	(3) <u>Labor Cost</u>
	Management Supervisor	\$		
	Account Manager	\$		
	Creative Director	\$		
	Account Coordinator	\$		
	Sr. Art Director	\$		
	Copywriter	\$		
	Res./Media	\$		
	AR Manager	\$		
	Bill Clerk	\$		
	Clip Clerk	\$		
	Proof Clerk	\$		
	Senior Acct. Manager	\$		

**TOTAL IN-HOUSE LABOR COSTS = \_\_\_\_\_**

**PART II (continued)**

**Advertising Materials, Media, Services, Costs**

	(1)	X	(2)	+	(3) =	(4)
<u>Materials</u>	<u>Cost</u>	<u>Number</u>	<u>Ceiling Cost</u>	<u>Other Services</u>	<u>Ceiling Cost</u>	<u>Sub Total</u>
Stats	\$					
Typography	\$					
Long-Dist. Tel.	\$					
Federal Express	\$					
Film	\$					

Total Material Costs: \$ \_\_\_\_\_

**PART III**

**Delivery Order Est. Total Summary:**

Media

Production Labor

Materials & Services

**TOTAL EST. DELIVERY ORDER COSTS**

Contract Cost Summary (See Attachment A)

**AUTHORIZATION TO PROCEED**

Authorization is provided to the Contractor to proceed in performance of the NRC requirement described in Parts I and II of the Delivery Order at the Total Estimated Costs proposed in each Part.

\_\_\_\_\_  
NRC CONTRACTING OFFICER

\_\_\_\_\_  
DATE