

P1-24

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING

2. CONTRACT NO. NRC-38-94-281 3. EFFECTIVE DATE 02/01/94 4. REQUISITION/PROJECT NO. PER-94-281

5. ISSUED BY Code: US Nuclear Regulatory Commission Division of Contracts & Property Mgt. Contract Negotiation Branch 2 Mail Stop P-1042 Washington, DC 20555 6. ADMINISTERED BY Code: (If other than Item 5) US Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Administration Br. 3 Mail Stop P-902 Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR Select Temporary Services Attn: Melinda C. Blanchard 6011 Executive Blvd., Suite 108 Rockville, MD 20852 Principal Investigator/Technical Contact: Melinda Blanchard Telephone No: 301-231-0571 8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6

11. SHIP TO/MARK FOR CODE US Nuclear Regulatory Commission Attn: Kathy Harris - W-468 Office of Personnel Washington, DC 20555 12. PAYMENT WILL BE MADE BY CODE US Nuclear Regulatory Commission Division of Accounting & Finance GOV/COM Acctg. Section; MNBB 11104 Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [] 10 U.S.C. 2304(c) [] [] 41 U.S.C. 253(c) []

14. ACCOUNTING AND APPROPRIATION DATA B&R: 484-20-616-301 Job Code: W8401 BOC: 2542 Appn. No: 31X0200. Amount Obligated: \$150,000.00

15A. ITEM NO. 15B. SUPPLIES/SERVICES 15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT The NRC hereby accepts SelectTemp's technical proposal dated 10/8/93, as revised 12/9/93, both of which are incorporated herein by reference, to provide "NRC Use of Private Sector Temporary Help Services." This is a fixed-price requirements type contract.

15G. TOTAL AMOUNT OF CONTRACT \$647,073.30

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85) Prescribed by GSA FAR(48 CFR) 53.214(a)

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

19A. NAME AND TITLE OF SIGNER (Type or print)	MANAGER	20A. NAME OF CONTRACTING OFFICER	Mary H. Mace
19B. NAME OF CONTRACTOR by	MELINDA C BLANCHARD	20B. UNITED STATES OF AMERICA by	Mary H. Mace
(Signature of person authorized to sign)	<i>Melinda C Blanchard</i>	(Signature of Contracting Officer)	<i>Mary H. Mace</i>
19C. DATE SIGNED	JANUARY 25, 1994	20C. DATE SIGNED	1/27/94

EXCEPTION TO STANDARD FORM 26 (REV.4-85)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"NRC Use of Private Sector Temporary Help Services"

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide temporary services of Secretary/Word Processor, Accounting Technician, and Clerk/Typist on an on-call basis at any one of the NRC's offices located in Washington, DC, and Bethesda and Rockville, MD. The vast majority of the services will be in the Bethesda and Rockville offices.

[End of Clause]

B.3 SCHEDULE OF ITEMS

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
YEAR 1-BASIC REQUIREMENT FOR SERVICES					
Regular Hours					
001 A	Secretary/Word-Processor	30,000	HRS	\$18.23	\$546,900.00
002 A	Accounting Technician	4,000	HRS	\$16.60	\$ 66,400.00
003 A	Clerk Typist	2,000	HRS	\$12.87	\$ 25,740.00
Overtime Hours					
001 B	Secretary/Word-Processor	300	HRS	\$24.46	\$ 7,338.00
002 B	Accounting Technician	20	HRS	\$22.09	\$ 441.80
003 B	Clerk Typist	15	HRS	\$16.90	\$ 253.50

B.3 (Continued)

					TOTAL YEAR 1:	\$647,073.30
YEAR 2-OPTION FOR ADDITIONAL SERVICES						
Regular Hours						
004 A	Secretary/Word-Processor	30,000	HRS	\$18.23	\$546,900.00	
005 A	Accounting Technician	4,000	HRS	\$16.60	\$ 66,400.00	
006 A	Clerk Typist	2,000	HRS	\$12.87	\$ 25,740.00	
Overtime Hours						
004 B	Secretary/Word-Processor	300	HRS	\$24.46	\$ 7,338.00	
005 B	Accounting Technician	20	HRS	\$22.09	\$ 441.80	
006 B	Clerk Typist	15	HRS	\$16.90	\$ 253.50	
					TOTAL YEAR 2:	\$647,073.30
YEAR 3-OPTION FOR ADDITIONAL SERVICES						
Regular Hours						
007 A	Secretary/Word-Processor	30,000	HRS	\$18.23	\$546,900.00	
008 A	Accounting Technician	4,000	HRS	\$16.60	\$ 66,400.00	
009 A	Clerk Typist	2,000	HRS	\$12.87	\$ 25,740.00	
Overtime Hours						
007 B	Secretary/Word-Processor	300	HRS	\$24.46	\$ 7,338.00	
008 B	Accounting Technician	20	HRS	\$22.09	\$ 441.80	
009 B	Clerk Typist	15	HRS	\$16.90	\$ 253.50	
					TOTAL YEAR 3:	\$647,073.30

B.3 (Continued)

GRAND TOTAL-YEARS 1, 2, & 3: \$1,941,219.90

NOTE: See Section I, 52.217-9, Option To Extend the Term of the Contract, herein.

B.4 ADDITIONAL SCHEDULE AND PRICING INFORMATION

1. The estimated quantities under B.3, Schedule of Items, for each year of the contract are estimates only. The NRC does not guarantee these quantities.

The amount of services ordered will be based on actual needs during the life of the contract.
2. The contractor shall be paid the unit price per hour as stated in the contract schedule, Section B.3, herein. The amount due for services rendered shall be computed by multiplying the hours actually worked at the NRC by the hourly rate specified in the schedule. No allowance will be made for mileage or travel time to report to the NRC for the ordered services nor to return to the contractor's facility or other destinations upon completion of an NRC work order.
3. The unit prices specified in the schedule above for regular hours worked represent total compensation to the contractor for services performed under this contract. Thus, the unit prices should include all labor, fringe benefits, overhead, general and administrative expenses, contract management services, profit, and any other expenses incurred by the contractor. No additional charges are allowed or payable by the NRC under this contract.
4. In addition to the expenses delineated above for regular hours worked, the unit price for overtime should include any overtime compensation. Overtime is defined as those hours in excess of eight hours in one day for an individual or forty hours in one week for an individual. No special allowance is to be made for Saturdays, Sundays, and Holidays or for shift differentials over and above the overtime rate for exceeding forty hours in one week.
5. The contractor is required to compensate its employees performing ordered services hereunder in accordance with the Service Contract Act of 1965, in Section I., herein.
6. The services required herein are equivalent to the following occupations identified in US Department of Labor Wage Determination Number 86-1259 (Rev. 20), dated 11/19/1993, Attachment 2 hereto:

Secretary/Word Processor equivalent to Secretary III

B.4 (Continued)

Accounting Technician equivalent to Accounting Clerk IV
Clerk Typist equivalent to Typist II

[End of Clause]

B.5 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE
(JUN 1988)

The firm fixed price of this contract is \$647,073.30.

In the event that the option to extend the term of the contract is exercised, the total estimated ceiling for the option years are as follows:

Option year 1 - \$647,073.30

Option year 2 - \$647,073.30

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The contractor shall supply private sector temporary help services to the US Nuclear Regulatory Commission (NRC) in the following labor categories: Secretary/Word Processor; Accounting Technician; and Clerk Typist.

C.2 LOCATION

The contractor shall be responsible for providing the private sector temporary services described herein at one or more of the following NRC locations:

East West/West Towers Building
4350 East West Highway
Bethesda, MD

*Gelman Building
2120 L Street, NW
Washington, DC

Maryland National Bank Building
7735 Old Georgetown Road
Bethesda, MD

Phillips Building
7920 Norfolk Avenue
Bethesda, MD

Nicholson Lane Building/North
5640 Nicholson Lane
Rockville, MD

Woodmont Building
8120 Woodmont Avenue
Bethesda, MD

Nicholson Lane Building/South
5650 Nicholson Lane
Rockville, Md

One White Flint North
11555 Rockville Pike
Rockville, MD

**Two White Flint North
Rockville Pike
Rockville, MD

*The Gelman Building, Washington, DC, houses the agency's Public Document Room and has less than 15 employees. As the majority of Commission work is performed at its Rockville and Bethesda locations, the need for services at the Gelman Building will be minimal.

**The Two White Flint North Building is currently under construction adjacent to One White Flint North. The tentative occupancy date for this building is the spring of 1994. The Bethesda and Rockville locations will be consolidated in these buildings.

C.3 GOVERNMENT FURNISHED PROPERTY

C.3 (Continued)

All equipment, supplies, materials, and office space necessary to perform the required services will be provided by the Nuclear Regulatory Commission. All government furnished property is for official Government business only.

C.4 CONTRACTOR REQUIREMENTS

The contractor shall have office locations in the Washington Metropolitan area and shall have a staff of temporary personnel in the required labor categories sufficient to meet the estimated hours listed in Section B herein available to those offices.

C.5 CONTRACTOR RESPONSIBILITY

The contractor shall be the employer for all personnel furnished under this contract and shall provide all required training, insurance, bonding, recruiting, transportation to and from the job (unless provided by the employee), and any other items directly related to employment. The contractor shall be responsible for all withholdings, health and other benefits, workers compensation, payments and benefits, overhead, and all payroll costs and contributions.

C.6 PLACEMENT OF ORDERS

As a minimum, the contractor shall be able to receive orders between the hours of 8:00 AM and 5:00 PM, Monday through Friday. There may be overtime, holiday, or weekend work required. Orders may be placed telephonically by the Contracting Officer, Project Officer, or authorized representatives. No order shall be less than four hours in duration. All orders will include the following minimum information:

1. The skill category requested: (Secretary/Word Processor; Accounting Technician; Clerk Typist)
2. The dates of required services
3. Agency contact person
4. Specific work location
5. Working hours
6. Any restrictions or limitations
7. Types of equipment in requesting office that temporary employee must be able to operate and use
8. Call Number for the order

C.7 RESPONSE TIME TO REQUESTS

The contractor shall be required to provide qualified personnel in the skill categories requested within 48 hours of receiving the NRC's order for such services. If personnel are required to report to the NRC within a shorter period than 48 hours, the contractor shall make a good faith effort to provide such services.

C.8 MINIMUM LABOR REQUIREMENTS

All contractor private sector temporary service employees provided under this contract shall be US citizens and shall be fluent in the English language. They shall also possess a high school diploma or General Equivalency Diploma (GED). In addition, they shall dress appropriately for a professional office environment when performing work under this contract. All contractor temporary help personnel must receive an NRC security approval/clearance as a prerequisite to performing services ordered under this contract. See Clause H.5, SECURITY, herein.

C.9 SUBSTITUTION OF EMPLOYEES

The NRC reserves the right to reject, at any time without notice, any employee assigned who is either unable or unwilling to perform the work within the scope of the contract. The contractor shall provide a substitute within 24 hours. If the contractor cannot provide a substitute within this period, the NRC retains the right to cancel the remainder of the work order at no cost to the NRC and obtain the required services from another source.

C.10 CONFIDENTIALITY

Temporary service employees may, on occasion, be required to handle information of a personal and sensitive nature. Therefore, the contractor shall ensure that its employees comply with confidentiality regulations and other guidance furnished by the component NRC office where the work is performed.

C.11 SKILL REQUIREMENTS AND SCOPE OF ASSIGNMENTS

The contractor shall provide qualified private sector temporary personnel that meet the minimum skill requirements identified in DOL's "Service Contract Act Directory of Occupat'ions" position descriptions and the following additional requirements:

a. Secretary/Word Processor III

1. Provides principal secretarial support in an office, usually to one individual, and, in some cases, also to the subordinate staff of that individual. Types 55 WPM/3 errors both on electric typewriter and word processing equipment. Primary word processing equipment

C.11 (Continued)

is IBM compatible display terminals using WordPerfect 5.0 and 5.1. Performs tasks requiring a knowledge of the word-processing equipment as specified on each work order. Operates the word-processing equipment to enter, store, retrieve, merge, change, and present text or tabulations. Types letters, memoranda, trip reports, travel vouchers, reports, staff papers, tabular or statistical material, and administrative forms from both rough drafts and final form. Material will often involve highly technical and specialized terminology. On occasion, the contractor will be requested to provide individuals with proficiency in dBase III Plus, Lotus 1-2-3 (versions 2.3 and above), WordPerfect 6.0, and Harvard Graphics (versions 2.3 and 3.0). Basic skills on the WordPerfect Windows package will also be requested on occasion.

2. Reviews all work for accuracy with regard to required format, typing and conformance to correspondence procedures prior to putting in final form.
3. Receives phone calls for the component personnel and refers calls to the proper individual.
4. Receives and distributes incoming mail.
5. Performs clerical work involving minimal special training, such as maintaining simple records and filing various documents and reports.
6. Copies a variety of materials as requested and often assembles these materials for use in briefings or speeches.
7. As requested, arranges conferences or meetings for the professional staff, including arrangements for conference rooms and equipment.

b. Accounting Technician IV

1. The Accounting Technician must have basic knowledge of fiscal accounting requirements, practices, and procedures and be able to apply them to daily situations pertaining to the maintenance of detailed accounting records and the reconciliation of these records with computerized accounting reports. Must possess familiarity with query capability of automated accounting systems in order to determine proper computer entries for recording accounting transactions prior to data entry. (A brief orientation period shall be provided by the NRC, as required). Must be able to

C.11 (Continued)

- analyze data and prepare reports reflecting activities and status of accounts. Must be able to effectively communicate with others by personal contact, telephone, and written correspondence.
2. Assists in the preparation of "Orders" to licensees. This is required weekly.
 3. Researches payroll records for court cases, accidents, etc., when required.
 4. Processes statistical sampling of vouchers daily.
 5. Reconciles Imprest Fund replenishment vouchers daily.
 6. Reviews all obligation and payment documents for completeness and accuracy daily prior to data entry, including query of system when required.
 7. Maintains subsidiary unpaid obligation account records daily, and reconciles subsidiary records to the general ledger summary accounts on a monthly basis.
 8. Assists in the billings and collections function daily.
 9. Assists in the recording of capitalized property transactions daily and monthly.
 10. Reviews Department of Energy cost data to determine proper accounting codes, completeness and accuracy, daily prior to data entry, including query of system when required.
 11. Assists in payment of commercial invoices, i.e., assists NRC voucher auditors in the verification/payment of invoices/purchase orders. Final review will be done by an NRC voucher examiner.

c. Clerk Typist II

1. Performs the duties of a clerk typist in an office environment. Possesses the following basic skills: ability to acquire knowledge of the NRC's administrative and filing procedures; ability to learn the NRC's organization and function to the extent necessary to distribute mail properly and refer visitors to appropriate individuals; proficient in typing (40 WPM/3 errors) sufficient to type neat and accurate correspondence, reports, tables, and memoranda, and other presentations in final form; ability to answer incoming phone calls politely and efficiently, and make

C.11 (Continued)

- referrals to the proper personnel.
2. Types correspondence, reports, and tabular or statistical material from rough draft or handwritten material.
 3. Responsible for correctness of spelling, grammar, and format of final records disposition schedules.
 4. Assists in maintaining files in accordance with NRC file procedures and records disposition schedules.
 5. Makes and receives phone calls for professional personnel. Refers calls to appropriate personnel.
 6. Receives and distributes incoming mail, attaching appropriate files or documents as necessary.

C.12 EMPLOYEE CLEARANCE FORMS

C.12.1 Establishment of Pool

Within fifteen working days after receipt of notice that it has been selected for award, the firm selected for award must furnish the following minimum number of completed security applications for employees in each labor category:

70	Secretary/Word Processor
5	Accounting Technician
10	Clerk Typist

Each security application shall be complete and include all of the forms specified in Clause H.5(a), Security, and shall be processed in accordance with that Clause.

Timely receipt of these security applications is a condition for award, and the contract will not be awarded prior to satisfaction of this condition. Failure of the firm selected for award to comply with this condition within the fifteen work-day period shall void the notice of selection. In that event, the Government will select another firm for award, and the original firm selected for award shall have no claims for costs incurred prior to contract award.

The individuals performing under this contract will require unescorted access to NRC space. Therefore, GSA Form 176, "Statement of Personal History," must be completed and submitted on all contractor employees.

In addition, for a limited number of contractor employees, performance under this contract may involve access to unclassified

C.12.1 (Continued)

Safeguards Information and to classified information up to and including Secret National Security Information requiring "L" personnel security clearance. In order to initiate the "L" security clearance process, the firm selected for award must submit as part of the security application packages:

5 completed Standard Forms 86, Parts 1 and 2,
for the Secretary/Word Processor category, and

2 completed Standard Forms 86, Parts 1 and 2,
for the Clerk Typist category.

No completed Standard Form 86, Parts 1 and 2, is required for the Accounting Technician category.

C.12.2 Maintenance of Pool

The contractor shall maintain a pool of employees who have submitted completed security applications in the numbers specified above for each labor category. All employees assigned to perform services under this contract shall be drawn from this pool, except where an actual clearance is required in accordance with Clause H.5(a), and those employees shall possess the appropriate security clearances.

The contractor shall advise the Project Officer within five work days after the contractor learns that an employee in the pool has terminated his or her employment relationship with the contractor.

The contractor shall submit a security application, completed in accordance with Clause H.5(a), for such replacement employee within ten work days after notifying the government that an employee in the pool has terminated his or her employment relationship.

The contractor's duty to maintain a pool of employees who have submitted security applications in accordance with this Clause is of the essence of this contract. Therefore, any failure on the part of the contractor to satisfy this obligation shall be grounds for default termination or such other remedies as the government shall deem appropriate.

C.12.3 Security Processing and Pool

Clause H.5(a) states that the contractor's employees must complete and submit to the Division of Security required forms as specified at least 48 hours prior to performing services at the NRC. This 48-hour period applies to those individuals who are not part of the pool of employees for each labor category as discussed above.

C.12.3 (Continued)

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	FEB 1992

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on 02/01/94 and will expire on 01/31/95. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional two one-year periods.

[End of Clause]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY
ALTERNATE 1 (JAN 1993)

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

Name: Kathy Harris

Address: US Nuclear Regulatory Commission
Recruitment, Incentive & Benefits
Office of Personnel - W-468
Washington, DC 20555

Telephone Number: (301) 492-5081

- (b) The project officer shall:
- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
 - (2) Inspect and accept products/services provided under the contract.
 - (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

G.2 ORDERING PROCEDURES (MAY 1991)

- (a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

Jennifer Caswell

- (b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

G.2 (Continued)

[End of Clause]

G.3 REMITTANCE ADDRESS (MAR 1987)

Remittance address is as follows:

Name: Select Temporary Services

Address: PO Box 3240
Reston, VA 22090

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.204-71 SITE ACCESS BADGE
REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

H.2 NRCAR 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Melinda Blanchard
Elizabeth Gosiger

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

H.2 (Continued)

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 or his/her authorized representative shall evaluate the request and promptly notify the contractor of his or her approval or disapproval 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 of Clause]

H.3 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS
(NOV 1989)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination which is attached (See Section J for List of Attachments).

[End of Clause]

H.4 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)

The Government will not provide any equipment/property under this contract.

[End of Clause]

H.5 SECURITY

- (a) It is the contractor's duty to safeguard Restricted Data,

H.5 (Continued)

Formerly Restricted Data, and other classified information. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other 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.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit through the Project Officer to the Division of Security an acceptable GSA Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. In the exercise of that authority, the NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also in the exercise of that authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. In the event of the NRC and GSA being unable to grant a temporary or permanent building access approval, respectively, 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 that the individual may be required to wait until permanent building access approval is granted before beginning work. The contractor shall ensure that he advises the Project Officer who, in turn, will advise the Division of Security of the termination or dismissal of any employee who has applied for or has been granted NRC building access approval.

For a limited number of contractor employees, performance under this contract may involve access to unclassified Safeguards Information and access up to and including Secret National Security Information (NSI) and Confidential Restricted Data (CRD) requiring an NRC "L" personnel security clearance (see Section C.12.1). Employees requiring an "L" personnel security clearance shall submit a personnel security form (PSF) packet, including Parts 1 and 2 of the SF 86, "Questionnaire for Sensitive Positions (For National Security)." The contractor shall ensure that all

H.5 (Continued)

required forms are accurate, complete, and legible, except for Part 2 which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope. Upon receipt of an acceptable PSF packet, the NRC may, at its discretion, allow performance of work by contractor employees under the contract prior to granting an "L" clearance, provided, however, such employees shall not be assigned work involving access to unclassified Safeguards Information or to classified information. Any question regarding the individual's eligibility for access to unclassified Safeguards Information or for security clearance shall be resolved in accordance with the provisions set forth in 10 CFR Part 10, "Criteria and Procedures for Determining Eligibility for Access to Restricted Data or National Security Information or an Employment Clearance," which is incorporated in this contract by reference as though fully set forth herein.

The contractor shall ensure that all employees prominently display the badge on their person while within NRC facilities. The contractor shall also ensure that all badges are returned to the NRC's Division of Security as employees are dismissed or terminated and upon expiration of the contract period.

(b) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission.

(c) Definition of Restricted Data. The term "Restricted Data," as used in this clause, means all data concerning: (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(d) 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.

(e) Definition of Unclassified 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.

(f) Security Clearance Personnel. The contractor shall 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

H.5 (Continued)

Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required.

(g) Criminal Liabilities. It is understood that disclosure of Restricted Data, Formerly Restricted Data, or other classified information 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 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 12356).

(h) 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.

Access to and use of information.

1. If the contractor, in the performance of this contract, obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six (6) months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public, or

(iv) Release the information without prior written approval by the Contracting Officer unless the information has previously been released to the public by the NRC.

2. In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

H.5 (Continued)

(End of Clause)

H.6 PROPRIETARY DATA AND CONFIDENTIAL INFORMATION

In connection with performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such 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 such information to the Commission or otherwise dispose of it, either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(End of Clause)

H.7 LIABILITY OF THE GOVERNMENT

The Government shall not be held liable, nor pay any charges, in the event a contractor employee leaves the contractor's employment to seek employment with the US Government or any other state or local government or business concern.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	DEC 1991
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986

I.1 (Continued)

NUMBER	TITLE	DATE
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	SEP 1989
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1989

I.1 (Continued)

NUMBER	TITLE	DATE
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	APR 1991
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] _____, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the

I.2 (Continued)

FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] _____ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by

I.2 (Continued)

periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

I.3 52.216-18 ORDERING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

[End of Clause]

I.4 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than less than four hours,, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of N/A;
 - (2) Any order for a combination of items in excess of N/A; or

I.4 (Continued)

- (3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I.5 52.216-21 REQUIREMENTS (APR 1984) ALTERNATE I
(APR 1984)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government

I.5 (Continued)

shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end of the contract period.

[End of Clause]

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

[End of Clause]

I.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR

I.7 (Continued)

Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary Wage-Fringe Benefits
Secretary/Word Processor	\$13.71
Accounting Technician	\$12.38
Clerk Typist	\$9.99

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	Wage Determination

12/17/91

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

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 US 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:

US Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, P-902
Washington, DC 20555

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.

US 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 in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 13 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

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

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strikeovers). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number
2. Sequential voucher/invoice number
3. Date of voucher/invoice
4. Project Officer's name and mail stop as designated in the contract.
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.) 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, and total amount.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attached prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" or "FINAL 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 contract may not exceed the total US dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

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

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



Alan L. Moss Division of
 Director Wage Determinations

LOCALITY	State: Dist. of Col., Maryland, Virginia			
	Area: Dist. of Col., MD COUNTIES: CALVERT CHARLES, FREDERICK, MONTGOMERY PRINCE GEORGE'S, ST MARY'S VA COUNTIES: ALEXANDRIA, ARLINGTON, FAIRFAX FALLS CHURCH, FAUQUIER, KING GEORGE, LOUDOUN PRINCE WILLIAM, STAFFORD			
Wage Determination No.: 86-1259 (Rev. 20) Date: 11/19/199				
Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments		
		Health & Welfare	Vacation	Holiday

ADMINISTRATIVE SUPPORT AND CLERICAL OCCUPATIONS:

- | | |
|---------------------------------|----------|
| 1. Accounting Clerk I | \$ 8.32 |
| 2. Accounting Clerk II | \$ 9.99 |
| 3. Accounting Clerk III | \$ 11.20 |
| 4. Accounting Clerk IV | \$ 13.19 |
| 5. Court Reporter | \$ 13.22 |
| 6. Dispatcher, Motor Vehicle | \$ 13.85 |
| 7. Document Preparation Clerk | \$ 9.40 |
| 8. Duplicating Machine Operator | \$ 9.00 |
| 9. File Clerk I | \$ 7.66 |
| 10. File Clerk II | \$ 8.04 |
| 11. File Clerk III | \$ 10.66 |
| 12. Film/Tape Librarian | \$ 12.88 |
| 13. Hearing Referral Assistant | \$ 14.56 |
| 14. Key Entry Operator I | \$ 9.56 |
| 15. Key Entry Operator II | \$ 10.49 |
| 16. Mail Clerk | \$ 9.40 |
| 17. Messenger | \$ 8.62 |
| 18. Order Clerk I | \$ 11.26 |
| 19. Order Clerk II | \$ 12.44 |
| 20. Order Filler | \$ 12.08 |
| 21. Payroll Clerk | \$ 11.20 |
| 22. Production Control Clerk | \$ 14.56 |

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

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

Alan L. Moss

Alan L. Moss Division of
 Director Wage Determinations

LOCALITY	State: Dist. of Col., Maryland, Virginia
	Area: Dist. of Col., MD COUNTIES: CALVERT CHARLES, FREDERICK, MONTGOMERY PRINCE GEORGE'S, ST MARY'S VA COUNTIES: ALEXANDRIA, ARLINGTON, FAIRFAX FALLS CHURCH, FAUQUIER, KING GEORGE, LOUDOUN PRINCE WILLIAM, STAFFORD

Wage Determination No.: 86-1259 (Rev. 20) Date: 11/19/1993

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other
23. Rental Clerk	\$ 12.08				
24. Scheduler, Maintenance	\$ 12.08				
25. Secretary I	\$ 12.08				
26. Secretary II	\$ 13.22				
27. Secretary III	\$ 14.56				
28. Secretary IV	\$ 15.54				
29. Secretary V	\$ 18.52				
30. Service Order Dispatcher	\$ 12.08				
31. Stenographer I	\$ 13.26				
32. Stenographer II	\$ 14.87				
33. Supply Technician	\$ 15.54				
34. Survey Worker(Interviewer)	\$ 13.22				
35. Switchboard Operator- Receptionist	\$ 9.79				
36. Typist I	\$ 8.98				
37. Typist II	\$ 10.06				
38. Word Processor I	\$ 10.15				
39. Word Processor II	\$ 12.05				
40. Word Processor III	\$ 13.02				

Fringe benefits applicable to all classes of service employees engaged in contract performance:

1/ 2/ 3/

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

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

Alan L. Moss
 Alan L. Moss Division of
 Director Wage Determinations

LOCALITY	State: Dist. of Col., Maryland, Virginia
	Area: Dist. of Col., MD COUNTIES: CALVERT CHARLES, FREDERICK, MONTGOMERY PRINCE GEORGE'S, ST MARY'S VA COUNTIES: ALEXANDRIA, ARLINGTON, FAIRFAX FALLS CHURCH, FAUQUIER, KING GEORGE, LOUDOUN PRINCE WILLIAM, STAFFORD

Wage Determination No.: 86-1259 (Rev. 20) Date: 11/19/199

Class of Service Employees	Minimum Hourly Wage	Fringe Benefit Payments			
		Health & Welfare	Vacation	Holiday	Other

1/ HEALTH & WELFARE: \$0.89 per hour or \$35.60 per week or \$154.26 per month.

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

3/ HOLIDAYS: 10 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.)

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WAGE HOUR

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NOTE: 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 procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. A written report of the proposed conforming action, 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, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all 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 4)

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 \$3.80 a week (or 76 cents a day); and effective April 1, 1991, the note shall be \$4.25 per week (or \$.85 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.

NOTE: The duties of employees under job titles listed are those described in the Service Contract Act Directory of Occupations, Fourth Edition, January 1993, unless otherwise indicated. See also 29 CFR Part 4 Section 4.152.

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