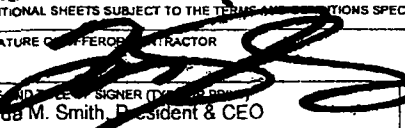
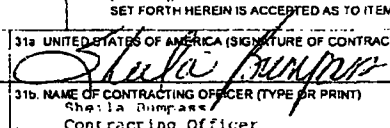


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NO. ADM-12-278; ADM-13-323		PAGE 1 OF 91	
2. CONTRACT NO. NRC-HQ-13-C-10-0040		3 AWARD/EFFECTIVE DATE MAY 20 2013		4 ORDER NO.		5 SOLICITATION NUMBER NRC-HQ-12-R-10-0090	
7. FOR SOLICITATION INFORMATION CALL:		a NAME		b TELEPHONE NO. (No Collect Calls)		6 SOLICITATION ISSUE DATE 5:00 P.M. EST	
9 ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts, MSA Attn: Manon Butt, 301-492-3629 Mail Stop: TWB-01-B10M Washington, DC 20555				10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS 561110 <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> B(A) Y SIZE STANDARD \$7 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12 DISCOUNT TERMS		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 NRC Headquarters Offices 11555 Rockville Pike Rockville MD 20852				16 ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a PAYMENT WILL BE MADE BY CODE 3100 Department of Interior / NBC email: NRCPayments.NBCDenver@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2730			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		17c. CONTRACTOR/OFFEROR ADDRESS INTELLIGENT FISCAL OPTIMAL SOLUTIONS LLC IFOS MANAGING CONSULTANTS 6030 DAYBREAK CIR STE A150 MS 119 CLARKSVILLE MD 210291642 TELEPHONE NO 301-837-9735; fax 301-837-9734 DUNS: 830476854		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	
		The contractor shall provide Onsite Secretarial Support Services for the U.S. Nuclear Regulatory Commission (NRC) Headquarters and Interim Locations, in accordance with the Statement of Work, and the terms and conditions specified herein. This is a labor hour, indefinite Quantity, task ordering type contract. The period of performance is five years which is inclusive of one-year base period and four one-year option periods. The Contracting Officer's Representative is Ms. Catherine Blakeney: cblakeney@nrc.gov or (301) 415-1491 and the Alternate COR is Ms. Robin Barnes: robin.barnes@nrc.gov or (301) 415-2763 The NRC Contracts Specialist is Ms. Manon Butt, 301-492-3629 manon.butt@nrc.gov. SBA Requirement #: 0353/12/202856/01 (Use Reverse and/or Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25 ACCOUNTING AND APPROPRIATION DATA B&R: 2013-40-41-F-191, JCN: B1453, BOC: 252A, APPROP No.: 31X0200, FAIMIS# 131910, APP-13-11946 DUNS: 830476854, NAICS: 561110, PSC: R699 Obligation: \$30,000				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$13,495,975			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA <input checked="" type="checkbox"/> ARE <input 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				29. AWARD OF CONTRACT. REF. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Tawanda M. Smith, President & CEO				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sheila Rumpas Contracting Officer			
DATE SIGNED 4/24/13				DATE SIGNED 4/24/2013			

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STANDARD FORM 1449 (REV 7/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

APR 26 2013

TEMPLATE - ADM001

ADM002

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SECTION B - CONTINUATION BLOCK**B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)**

- (a) The title of this project is: Onsite Secretarial Support Services for NRC Headquarters and Interim Locations
- (b) Summary work description:

The purpose of this contract is to provide readily available supplemental onsite secretarial office support services for the NRC on an as-needed basis. The contractor shall provide the NRC with qualified, reliable, responsive, courteous, and customer-oriented personnel as required to support short-term and long-term secretarial needs of the agency in accordance with the statement of work. Secretarial support services will be provided on a task ordering basis for various NRC offices to support changes in workload or deficiencies in secretarial staffing.

B.2 CONSIDERATION AND OBLIGATION-INDEFINITE-QUANTITY CONTRACT (AUG 2011)

- (a) The estimated total quantity of this contract for the products/services under this contract is \$13,495,975.00, inclusive of options.
- (b) The Contracting Officer will obligate funds on each task order issued.
- (c) The minimum guarantee under this contract is \$30,000.00.
- (d) The obligated amount for this contract is \$30,000.00.
- (e) A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost for fully-funded task orders and 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

B.3 CONSIDERATION AND OBLIGATION-LABOR-HOUR CONTRACT (AUG 2011)

- (a) The ceiling price to the Government for full performance under this contract is \$13,495,975.
The ceiling price to the Government for the base year for performance under this contract is \$2,693,791.00.
- (b) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.
- (c) It is estimated that the amount currently obligated will cover performance through September 30, 2013.
- (d) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

B.4 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE IV (AUG 2011)

The ordering period for this contract shall commence on date of award and will expire on May 19, 2014. 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 four (4) option years.

The period of performance for the base year and four option years is as follows:

Base Year: May 20, 2013 through May 19, 2014

Option Year 1: May 20, 2014 through May 19, 2015

Option Year 2: May 20, 2015 through May 19, 2016

Option Year 3: May 20, 2016 through May 19, 2017

Option Year 4: May 20, 2017 through May 19, 2018

B.5 PRICE/COST SCHEDULE

The estimated level of effort for a full-time Secretary I or II is 1920 hours per year.

BASE YEAR (05/20/2013–05/19/2014)

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Hours</i>	<i>Unit Price</i>	<i>Amount</i>
0001	Secretary I	Regular Hours			
0002	Secretary I	Overtime Hours			
0003	Secretary II	Regular Hours			
0004	Secretary II	Overtime Hours			
0005	Site Project Manager/ Alternate SPM	Regular Hours			
TOTAL BASE YEAR PRICE					\$2,693,791.00

OPTION YEAR ONE (05/20/2014–05/19/2015)

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Hours</i>	<i>Unit Price</i>	<i>Amount</i>
1001	Secretary I	Regular Hours			
1002	Secretary I	Overtime Hours			
1003	Secretary II	Regular Hours			
1004	Secretary II	Overtime Hours			
1005	Site Project Manager/ Alternate SPM	Regular Hours			
TOTAL OPTION YEAR ONE PRICE					\$2,696,431.00

OPTION YEAR TWO (05/20/2015–05/19/2016)

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Hours</i>	<i>Unit Price</i>	<i>Amount</i>
2001	Secretary I	Regular Hours			
2002	Secretary I	Overtime Hours			
2003	Secretary II	Regular Hours			
2004	Secretary II	Overtime Hours			
2005	Site Project Manager/ Alternate SPM	Regular Hours			
TOTAL OPTION YEAR TWO PRICE					\$2,699,151.00

OPTION YEAR THREE (05/20/2016–05/19/2017)

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Hours</i>	<i>Unit Price</i>	<i>Amount</i>
3001	Secretary I	Regular Hours			
3002	Secretary I	Overtime Hours			
3003	Secretary II	Regular Hours			
3004	Secretary II	Overtime Hours			
3005	Site Project Manager/ Alternate SPM	Regular Hours			
TOTAL OPTION YEAR THREE PRICE			10		\$2,701,891.00

OPTION YEAR FOUR (05/20/2017–05/19/2018)

<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Hours</i>	<i>Unit Price</i>	<i>Amount</i>
4001	Secretary I	Regular Hours			
4002	Secretary I	Overtime Hours			
4003	Secretary II	Regular Hours			
4004	Secretary II	Overtime Hours			
4005	Site Project Manager/ Alternate SPM	Regular Hours			0
TOTAL OPTION YEAR FOUR PRICE			1		\$2,704,711.00

TOTAL CONTRACT PRICE (INCLUSIVE OF ALL OPTIONS)					\$13,495,975.00
------------------------------------------------------------	--	--	--	--	------------------------

B.6 STATEMENT OF WORK

**U.S. NUCLEAR REGULATORY COMMISSION
ONSITE SECRETARIAL SUPPORT SERVICES FOR NRC HEADQUARTERS
AND INTERIM LOCATIONS**

I. BACKGROUND:

The U.S. Nuclear Regulatory Commission's (NRC), Office of Administration (ADM), manages a contract which provides NRC Headquarters offices with a source of readily available supplemental onsite clerical/secretarial support services. The contract provides clerical/secretarial support services that are common to all NRC offices. The contract enables an NRC office to quickly place an order for additional clerical/secretarial support and thereby scale their office support resources to address unexpected changes in workload or deficiencies in current clerical/secretarial staffing. NRC Headquarters offices may increase or decrease the amount of clerical/secretarial services they obtain through this contract on an as-needed basis.

The NRC is a Federal agency with a total of approximately 4,000 headquarters staff housed within the following locations:

1. One White Flint North Building (OWFN)
11555 Rockville Pike
Rockville, Maryland 20852
2. Two White Flint North Building (TWFN)
11545 Rockville Pike
Rockville, Maryland 20852
3. Twinbrook Building (TWB)
12300 Twinbrook Parkway
Rockville, Maryland 20852
4. Church Street Building (CSB)
21 Church Street
Rockville, Maryland 20850
5. Three White Flint North Building (3WFN)
11601 Landsdown Street
Rockville, Maryland 20852

The OWFN and TWFN buildings are connected at the ground level and together comprise the headquarters White Flint Complex (WFC). The Twinbrook Building (TWB) and Church Street Building (CSB) buildings are known as the NRC headquarters "interim" locations because they serve as temporary additional office space. NRC will vacate the two interim locations as space becomes available in the new 3WFN building.

II. PURPOSE:

The purpose of this contract is to provide a full range of onsite secretarial services to meet the mission needs of the NRC on an as-needed basis. The contractor shall consistently provide the NRC with highly skilled, reliable, responsive, courteous, and customer-oriented personnel to provide onsite secretarial office support services required to support short-term and long-term needs of the agency.

The contractor shall be required to establish and maintain a pool of qualified personnel to perform "Secretary I Office Support" and "Secretary II Office Support" services in accordance with the requirements outlined in this statement of work. Services will be provided on a task ordering basis to satisfy the individual needs of various NRC offices.

III. SCOPE:

The contractor shall provide short-term and long-term administrative onsite secretarial office support services to fill the needs of the NRC offices on an as-needed basis. These services shall be performed primarily at the NRC Headquarters complex located in Rockville, MD, and other locations listed above. The structure of support to be provided under this contract includes the following:

- Providing a "Secretary I" level of ongoing daily office support services
- Providing a "Secretary II" level of ongoing daily office support services

To be considered and billed at Secretary II level, the contractor employee must successfully complete a 90-day provisional period. *(The NRC Task Order Manager will certify the contractor employee has successfully completed a provisional period and has acquired the skill level that allows for an increase from the Secretary I billing rate to the Secretary II billing rate.)*

However, with the NRC Contracting Officer's Representative (COR) (formerly referred to as the NRC Project Officer) approval, if a contractor employee has previous NRC experience at the Secretary II skill level, he/she may continue to work at the Secretary II level and does not need to first complete the 90-day provisional period.

Some task order positions only require the Secretary I level; these positions will remain at the Secretary I level.

IV. OVERALL CONTRACT REQUIREMENTS

A. **Transition Plan:**

The contractor shall deliver with its proposal a comprehensive draft Transition Plan that demonstrates its approach for performing all functions contained within this Statement of Work (SOW). The transition period shall be no more than 60 calendar days from the start of the contract. The Transition Plan shall describe how the contractor plans to interact with the outgoing contractor and what actions will be taken to ensure that contractor staff is brought on board as quickly as possible.

B. **Contractor Responsibility:**

The contractor, including any consultants and/or subcontractors, shall be responsible for providing all management, supervision, recruitment, employment, insurance, and bonding for its personnel assigned to work under this contract. The contractor shall also be responsible for withholdings, health insurance, workers compensation, benefits, overhead, and all payroll costs and contributions.

The contractor shall coordinate assignments of all personnel required to successfully perform the support service requirements set forth in this contract. The contractor shall manage all services provided under this contract to ensure services are provided in a timely, accurate, and efficient manner. To closely monitor the overall quality of the daily performance of the services provided under this contract, the contractor shall provide a **Site Project Manager (SPM)** to be available each Federal workday at the NRC Headquarters and interim locations during the hours of 7:30 a.m. through 4:15 p.m.

The SPM shall be available to receive phone calls and e-mail messages from the NRC Contracting Officer's Representative (COR), NRC Task Order Managers (TOM's), and contractor secretarial support staff during the hours of 7:00 a.m. through 6:00 p.m. each Federal workday. The SPM shall be considered key personnel for the overall contract and ensure contract compliance and satisfactory performance. The SPM must have a bachelor's college degree and at least five (5) years of relevant experience as a Project Manager. In addition to

the SPM, the contractor shall provide an alternate SPM to back up the SPM when the SPM is unavailable. The alternate SPM must have a working knowledge of the contract and some degree of authority to perform the SPM's role for limited periods of time when the SPM is unavailable. The alternate must have a bachelor's college degree and at least three (3) years of experience as a Project Manager. NRC reserves the right to approve applicants for the positions of the Site Project Manager and the alternate Site Project Manager per the Key Personnel section of this contract.

The NRC COR will notify the SPM in writing when secretarial support is requested by an NRC office. The SPM shall submit several resumes of available qualified cleared contractor personnel for the NRC COR and TOM to review. NRC personnel shall have the right to meet and talk with the proposed contractor personnel and to select a secretary to provide the secretarial support required.

To equip the SPM with the necessary guidance on the various NRC specific procedures and processes, the COR and TOM's will provide the contractor with copies of any available documents which outline the NRC's overall policies and individual office procedures. These documents shall be used by the contractor to ensure that all of the contractor's personnel quickly acquire an in-depth working knowledge of the NRC business processes, in order to reduce the need for NRC staff to provide more than initial technical direction. NRC reserves the right to add and/or remove any other documents from its policies and procedures.

The SPM and alternate SPM shall attend various NRC-sponsored training courses to familiarize themselves with NRC-specific software applications as part of the initial orientation training in NRC's office environment.

C. Professional Conduct and Attire:

The services performed under this contract include frequent, direct contact with NRC personnel at all levels of the agency. This requires that all onsite secretarial contractor personnel, SPM, and SPM alternate use appropriate language and wear appropriate attire for an office environment at all times.

Onsite secretarial contractor personnel, SPM, and SPM alternate shall be fluent in the English language, both oral and written. Profanity or any other language deemed inappropriate by the NRC COR shall not be used in any form of communication during performance of services under this contract or while on NRC premises. A violation is grounds for immediate removal from the contract.

Male staff shall wear a collared shirt and tie. Females shall wear business attire such as suits, dresses, slacks, and blouses. At no time are jeans or leggings permitted. If at any time the NRC COR determines that clothing worn by one of the contractor's onsite secretarial personnel is inappropriate and/or unprofessional, the NRC COR will notify the contractor and the contractor shall immediately have the subject person leave NRC premises or change into appropriate attire.

The contractor shall not bill NRC for any time their personnel are absent from onsite secretarial performance of the SOW due to their staff arriving at NRC wearing inappropriate work attire. In the event any of the contractor's onsite secretarial personnel are unavailable to perform the requirements of this SOW, the contractor shall ensure the invoice for that month's services does not include any missed work time due to the staff absence.

Federal regulations prohibit the use of any controlled substances and alcoholic beverages while contractor employees are working on Federal property. Contractor personnel shall be made aware of these requirements prior to placement. Inappropriate conduct and/or substance abuse will not be tolerated. The contractor, along with NRC's guard staff, will be responsible for removing any individual violating these provisions from the Government facility and taking other actions as appropriate. The COR and TOM's may request removal of a contractor employee for improper conduct. A security violation will require immediate removal.

D. Contract Schedule:

The period of performance of this contract shall include a 1-year base period and four one- year option periods as follows:

Base Period	May 20, 2013 – May 19, 2014
Option Period 1	May 20, 2014 – May 19, 2015
Option Period 2	May 20, 2015 – May 19, 2016
Option Period 3	May 20, 2016 – May 19, 2017
Option Period 4	May 20, 2017 – May 19, 2018

E. Observance of Legal Holidays and Excused Absence:

The following holidays are recognized by the Federal Government during which the Government will be closed:

New Year's Day	Inauguration Day	Martin Luther King Day
President's Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day	

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President's Proclamation

The contractor will not be reimbursed when contractor employees are precluded from working when the Federal Government experiences office closings, Government-wide shutdowns, inclement weather closings or delayed arrivals or early dismissals, facility breakdowns, building evacuations (bomb threats, fires), etc. The contractor agrees to continue to provide sufficient personnel to perform critical tasks already in progress or scheduled, and shall be guided by the instructions issued by the TOM's, COR, or the NRC Contract Specialist. Contractor personnel will not be allowed to make up hours missed as a result of these closures. The contractor may not invoice for its employees for any time missed as a result of these closures.

If Government personnel are furloughed, the contractor shall contact the COR or Contract Specialist to receive direction. In this instance it is the Government's decision as to whether or not the contract support will continue. The contractor will be instructed to either continue or cease work. The Government shall not be billed for the duration of the period in which work is not performed.

V. CONTRACTOR PERFORMANCE REQUIREMENTS**A. Contractor Representation while onsite:**

While contract personnel are onsite, especially while attending meetings and working in other situations where they could be mistaken for a Government employee, the contractor shall ensure that all onsite secretarial contractor personnel are clearly identified as a contractor employee by wearing his/her NRC-issued HSPD-12 badges, to avoid creating an impression in the minds of members of the public or to other Government personnel that they are Government officials or Government personnel. The contractor personnel are omitted from volunteering his/her services for all NRC events.

B. Daily Work Schedule:

Work hours for contractor personnel are scheduled Monday through Friday, for a total of 8 work hours to be performed between 7:00 a.m. and 6:00 p.m. **The contractor personnel are not permitted to work a compressed work schedule similar to that of Government employees.** The specific workdays and hours

during each workday will be specified in the individual Task Order (TO). There may be occasional overtime work required. All proposed overtime work (overtime billable hours are those hours actually worked in excess of 40 hours in a week) must be pre-approved by the COR or contract specialist and specifically requested by the TOM's designated in that TO. **Work performed in excess of the established workdays and hours authorized by the COR/contract specialist in each TO is performed at the contractor's sole risk and NRC will not be liable for payment of such unauthorized work.**

C. Requirements for Contractor Personnel Escorting NRC Visitors:

Contractor personnel who have been authorized by the NRC may escort visitors within the NRC's premises. The NRC will only provide this authority to those contractor personnel who have been granted **FINAL** NRC IT-II access or a security clearance, and have been provided escort briefings by the NRC Division of Facilities and Security (DFS) staff. The COR will notify the contractor and the TOM's of those contract personnel who have been granted authority to escort visitors. The TOM's will request the contract personnel to escort visitors when the work requires this service. The NRC may rescind this authority for any contract personnel who no longer qualifies for this authority, based on NRC's criteria in effect at the time (NOTE: NRC reserves the right to revise the criteria at any time).

D. Requirements for Contract Personnel Authorized to Obtain Supplies from NRC's Supply Room:

Contract personnel who have been authorized by NRC may enter NRC's Supply Room to acquire supplies needed by the program office they support. Only those contract personnel who have been granted **FINAL** IT-II access or a security clearance approval from the NRC DFS will be granted this access. The COR will notify the contractor and the TOM's of the contract personnel who have been granted access to the NRC Supply Room. The contractor shall be responsible for informing its employees that the sole purpose of access to the NRC Supply Room is to either obtain supplies needed to perform the office support services they provide, or to pick up supplies required by NRC staff. The contractor shall be responsible for informing its employees that Government-furnished supplies shall not be used for personal use. The NRC shall rescind this authority for any contract personnel who no longer qualifies for this access, based on NRC's criteria at that time (NOTE: NRC reserves the right to revise the criteria at any time).

E. Monitor and Report the Daily Attendance of All Onsite Secretarial Contractor Personnel:

Each workday, within 15 minutes of the start time for performance of services (as identified in each TO), the SPM shall report to the COR and the responsible TOM's each order's status in which the contract personnel have not arrived on time nor notified his/her TOM's.

F. Compensation for Overtime Requirements:

Occasionally, an unusually large or urgent service request will require the contractor to provide NRC with support outside the normal business day stated for a task order. The contractor shall provide any overtime (OT) support requested by the NRC COR and/or the TOM's, and receive payment for the services performed in accordance with the OT hourly rates established as part of this contract. NRC will reimburse the contractor in quarter hour increments for OT.

EXAMPLES

1 - 15 minutes	.25 hour OT
15 - 30 minutes	.50 hour OT
30 - 45 minutes	.75 hour OT
45 - 60 minutes	1 hour OT

G. Contract Personnel Requirements During NRC Facility Safety Drills or Building Emergencies:

During a facility safety drill or actual building emergency affecting the floor occupied by the contractor personnel or the entire building, contractor personnel shall participate in the orderly evacuation of the affected area as follows:

- Evacuate the affected area along with the NRC staff;
- Comply with the direction of the NRC security guard force and NRC's Emergency Building Safety Monitors; and
- Within 10 – 15 minutes of evacuating, promptly check in with the TOM for his/her assigned office and then notify the SPM and/or the alternate SPM.

H. Performance Deductions:

NRC reserves the right to apply monetary deductions from any amount owed the contractor when the NRC COR determines the contractor failed to meet the contract requirements stated herein. No total combination of all the performance deductions herein will exceed a monthly deduction of more than 10 percent of the total monthly amount owed the contractor. However, NRC retains the right to pursue any other legal measures and actions which the contracting officer determines are warranted to correct any performance issues.

Performance Measure:

For services to be performed under the contract, the contractor shall provide the onsite secretarial staff required to perform the level of concurrent effort each Federal business day in accordance with this SOW.

Failure by the contractor and/or contractor personnel to comply with any of the required services described in Section VII, Minimum Contractor Performance Requirements, of this SOW, shall constitute a "valid complaint" under this contract. Valid complaints also include unauthorized tardiness or absences of contractor personnel. The NRC COR and TOM's shall document valid complaints in writing. The valid complaints will be submitted to the contractor for review and response before a monetary deduction is made from an invoice.

I. Performance Standard:

There can be no more than three (3) total discrepancies per calendar month period in which the NRC COR verifies the discrepancy is a "valid complaint" for non-compliance with the following contract requirements.

1. The Contractor shall provide qualified cleared personnel with the required knowledge, skills, and abilities to meet the required level of services within the time frame stated in the individual task orders;
2. The Contractor shall ensure the work product or duties performed by its personnel are appropriate, accurate, and responsive to the needs of the assigned office;
3. The Contractor shall ensure that the conduct of its personnel is professional and appropriate for normal office operations, including, but not limited to, arriving on time and working, behaving, and dressing appropriately during the scheduled work day.

J. Performance Deduction:

NRC will deduct the following amounts from the monthly task order invoice payment for any month in which the contractor fails to comply with the contract performance standard stated above:

NO. OF INCIDENTS	VIOLATIONS/TASK ORDERS	PERCENTAGE DEDUCTION
1 - 3	"valid complaints" per calendar month period/Task Order	No deduction
4	"valid complaints" per calendar month period/Task Order	5% of the total monthly invoice being deducted
5	"valid complaints" per calendar month period/Task Order	6% of the total monthly invoice being deducted
6	"valid complaints" per calendar month period/Task Order	7% of the total monthly invoice being deducted
7	"valid complaints" per calendar month period/Task Order	8% of the total monthly invoice being deducted
8	"valid complaints" per calendar	9% of the total monthly invoice

	month period/Task Order	being deducted
9	"valid complaints" per calendar month period/Task Order	10% of the total monthly invoice being deducted

VI. REQUIRED KNOWLEDGE, SKILLS, ABILITIES, AND ATTRIBUTES: LEVELS OF OFFICE SUPPORT SERVICES

Comprehensive knowledge of general office procedures are required to include post high school business or secretarial course and one to two years of onsite secretarial/clerical and typing experience, ability to type at a rate of 50 words per minute with no more than three errors, and skill in operating a personal computer, calculator, fax machine, telephone, and copier. Also required is the ability to communicate effectively both orally and in writing with staff and the general public, ability to maintain effective interpersonal relationships, organize files and records, compose and edit documents including proper spelling, vocabulary and grammar, and perform general work assignments with minimum supervision. Other duties as listed in Section VII.C., Required Levels of Office Support Services.

VII. MINIMUM CONTRACTOR PERFORMANCE REQUIREMENTS

The contractor shall perform the following minimum requirements for all services provided under this contract:

A. Creation of Contractor Pool of Office Support Personnel:

The contractor shall recruit, screen, and maintain sufficient personnel resources to respond in a timely manner and successfully perform the TOs placed by NRC under this contract.

Prior to submitting an IT access authorization or security clearance application for each of the proposed onsite secretarial personnel, the contractor shall first certify that the individual can perform all requirements of the **Secretary I** service level, to include the Microsoft Outlook applications: MS Word, Excel, PowerPoint, and Access. Documentation of testing must be submitted as part of the certification. Additionally, the SPM shall be responsible for providing an initial orientation training session to personnel proposed to perform the **Secretary I** services, on using the NRC Local Area Network (LAN), familiarizing new staff with names and titles of senior executives, telephone systems, and understanding NRC correspondence formats and processes.

Any staff proposed for performance of the **Secretary II** service level shall also be screened by the TOM's to verify the individual has passed the 90-day provisional period successfully by demonstrating complex examples of NRC-specific procedures and processes. In addition, the SPM shall be responsible for providing the staff proposed to perform **Secretary II** an initial orientation session in the advanced support requirements which includes instruction on the basic use of the following NRC-specific applications and systems:

1. NRC's **ADAMS and ADAMS P8** - Agency-wide Documents Access and Management System;
2. NRC's **HRMS** - Government Time & Attendance system;
3. NRC's **Microsoft Outlook** e-mail, calendar, and conference room scheduling system;
4. NRC's **In-Forms** online applications;
5. NRC's **FAIMIS** - Financial Accounting and Integrated Management Information System; and
6. NRC's **eTravel** system.

The contractor shall facilitate this training by collecting various documents from the COR and TOM's and developing an orientation manual for new staff to use as a reference tool. The contractor shall continuously update the orientation manual to ensure it reflects the most current NRC guidance and processes for Secretary I and Secretary II services provided by the contractor. The total training effort required to be conducted by the contractor for this initial orientation **shall not exceed eight hours** of direct training time for each new contractor employee. Training beyond eight hours will be at the expense of contractor and not the NRC.

NRC reserves the right to add any other NRC-specific software applications to this list as long as the total training effort required to be conducted by the SPM on all of these applications does not exceed 8 hours of direct training time for each new contractor employee. If, after receiving the training, the contractor employee can't perform basic functions in each of the applications and systems listed above, the contractor shall continue to bill NRC at the Secretary I service level, and shall not bill at the Secretary II service level.

B. Minimum Staffing Levels of the Contractor Personnel Pool:

Within 15 workdays after receipt of NRC's notice of award, the contractor shall provide the COR with the following number (at a minimum) of completed security applications for the proposed contractor personnel to be used under this contract:

Secretary I and II of Office Support - 35 security applications for individuals with applicable skills.

Each security application shall be complete and include all of the forms specified in the Security Clauses, and shall be processed in accordance with this clause.

Should the contractor propose personnel that are already working at the NRC at the Secretary I or II level who have already been granted NRC access, the contractor may submit a commitment letter signed by the employee with the access, instead of a complete security application package.

Failure of the selected firm to comply with this condition within the 15 working days response time shall provide NRC the right to void the contract award. In that event, the Government shall have the right to select another firm for award, and the original firm selected for award shall have no claims for costs incurred. In order to allow DFS sufficient time to perform the access or clearance process, partial deliveries of no fewer than seven properly completed security applications or commitment letters shall be made no less than every 3 days during this 15-day period.

C. Required Levels of Office Support Services:

The contractor shall provide qualified personnel who can perform the following requirements stated for each level of office support services. In order to perform the office support services described herein with an acceptable level of accuracy, the contractor shall ensure each service is performed correctly to achieve the desired result at least 95% of the time. The NRC reserves the right to test onsite secretarial contractor personnel in order to verify they can provide the following services at the performance levels required:

1. Secretary I of Office Support

During the provisional period, the individual will work with his/her TOM's to complete the training necessary to carry out the duties listed below. Each Secretary I staff will serve in this capacity for a minimum of 90 days.

This category will support basic office support needs without requiring support for NRC-specific functions and software applications that would require more than a cursory training orientation. This category provides the following office support services on an as-needed basis:

- a. Supports the office's word processing requirements by typing documents using the NRC's word processing application (currently Microsoft Word 2007) with a tested typing speed of at least 50 words per minute with no more than three errors;
- b. Supports the office's planning and tracking requirements by accurately and efficiently entering data from various sources into a database system such as Microsoft Excel 2007 or Access with a 95% accuracy (data entered correctly into the appropriate cells of the spreadsheet as compared to the information and technical direction provided by NRC);
- c. Supports the office's correspondence and document processing requirements by accurately and efficiently proofreading documents and making appropriate corrections of errors in basic grammar, punctuation, and spelling (additional training is available in NRC-specific applications for NRC Grammar, NRC Punctuation, NRC Proofreading, NRC Correspondence Management, and NRC Correspondence Management: SECY Papers training); (training provided at NRC's Professional Development Center (PDC));
- d. Serves as the office's receptionist by dressing appropriately for a professional office environment; politely greeting visitors and promptly notifying the appropriate NRC staff of his/her arrival; politely answering incoming telephone calls and directing the call to the intended recipient, or documenting the call with an accurate message for the intended recipient (states the date and time of the call, who called, and a brief description of the purpose of the call (if provided by the caller));
- e. Sorts and distributes incoming mail to the appropriate NRC staff;
- f. Supports the office's preparation for meetings, briefings, and presentations by using photocopying and stapling equipment effectively to produce similar quality documents as compared to the original being copied. Documents to be copied will consist of a variety of materials that may also require the contractor to perform related tasks such as assembling and indexing the materials into designated formats and/or packages for use during meetings, briefings, and/or presentations;
- g. Schedules the office's meetings, briefings, and/or presentations by using the Microsoft Outlook Conference Room Scheduling system or contacting the NRC Administrative Services Center for guidance on reserving an appropriate-size conference room for the number of planned attendees, and arranging delivery to the meeting room of any special items required for the meeting, i.e., TV/VCR, lectern, flip-board with markers, speaker-phone, etc.;
- h. Supports the office's document control requirements by maintaining existing manual tracking systems, or updating an existing TOM's tracking system which tracks the status of controlled correspondence or action items;
- i. Supports the office's filing requirements by manually filing documents accurately (95% of documents are filed in correct location and order) into existing record systems, retrieving documents from existing record systems for use by NRC staff upon request, and creating new manual record systems of a basic nature;
- j. Supports the office's urgent document processing requirements by personally delivering or picking up documents from other offices within the NRC Headquarters facility that require immediate attention by NRC staff;
- k. Supports the office's daily readiness requirements by monitoring local inventories of forms and office supplies, etc., in order to notify NRC staff of the need for an item to be replenished before

the available stock is exhausted. If authorized by the COR, retrieves supplies for the office from the NRC Supply Room located on the P-1 level of the One White Flint Building (must have a final IT-II access approval);

- l. Escort visitors within the NRC's headquarters facility who are not cleared for unescorted access (must have a final IT-II access approval);
- m. Effectively communicates with NRC staff by using the English language fluently, both orally and in writing, to efficiently relay information and/or obtain task oriented technical direction; and
- n. Supports the offices other miscellaneous administrative needs by performing any other office support tasks that require no more than a cursory orientation training session in related NRC-specific knowledge to perform.

2. Secretary II of Office Support

NRC understands that successful performance of this category will initially require the contractor's personnel to be provided training (on an as-available basis) in the various NRC-specific software applications to be utilized (such as ADAMS, HRMS, Microsoft Outlook, eTravel, FAIMIS, and Microsoft Conference Room Scheduler System).

This category includes all of the basic office support needs of an office defined under Secretary I of Office Support, plus the additional skill requirements that provide NRC with a greater variety and higher level of office support services. These additional requirements will require onsite secretarial contractor personnel to possess an in-depth working knowledge of NRC-specific functions and software applications that will require more than a cursory orientation training session. This category provides the following office support activities on an as-needed basis, which exceed the level of support provided under Secretary I:

- a. Supports the office's workload by tracking Time & Attendance documentation requirements by accurately and efficiently entering or revising the data provided by NRC staff (on the NRC staff's Time & Attendance and workload activities) into the NRC's online payroll system as a timekeeper. (NOTE: NRC currently uses an online system titled A Human Resource Management System or HRMS);
- b. Supports the office's records management requirements by accurately and efficiently entering data and documents into the NRC's central record system. (NOTE: NRC currently uses the "Agency-wide Documents Access and Management System" or ADAMS and ADAMS P8);
- c. Supports the office's communication and meeting requirements by accurately and efficiently utilizing Microsoft Outlook system to e-mail staff in order to obtain or provide information, or use Microsoft Outlook scheduling calendar software features to research the availability of staff and arrange for his/her attendance at a meeting;
- d. Supports the office's meeting requirements by accurately and efficiently utilizing the Microsoft Outlook Conference Room Scheduler to locate and reserve meeting space for NRC staff;
- e. Supports the office's planning and tracking requirements by accurately and efficiently creating or revising data in spreadsheets, using the NRC's software with a 95% accuracy in the data, formats, and formulas in the appropriate cells, to achieve the NRC's intended functionality of the spreadsheet;

- f. Supports the office's preparation of computer presentations by accurately and efficiently creating and/or updating materials using PowerPoint software provided by NRC;
- g. Supports the office's Government business travel documentation and reservation requirements for NRC staff by accurately and efficiently preparing related Federal travel authorization documents, travel vouchers, itineraries, trip reports, and making reservations;
- h. Supports the office's disposition of official records in accordance with the office's established records disposition schedule and processes;
- i. Performs sorting of the office's incoming mail and the distribution thereof to the appropriate staff, which includes identification and attachment of the appropriate documents the staff will need for reference in order to respond to the mail item (if applicable);
- j. Supports the office's correspondence and document processing requirements by accurately and efficiently proofreading the staff's documents and ensuring text, document formats, etc. comply with NRC's established guidance for the formats, processes, and control of agency documents and correspondence. (Additional training is available in NRC-specific applications for: NRC Grammar, NRC Punctuation, NRC Proofreading, NRC Correspondence Management, and NRC Correspondence Management: SECY Papers training); (training provided at NRC's PDC);
- k. Supports the office's recordkeeping requirements by accurately and efficiently creating, developing, and improving appropriate manual or other filing, record, and document indexing and control systems; and
- l. Supports the office's various other ad-hoc office support related service requirements by accurately and efficiently performing any other type task that the office requires for which NRC provides the contractor personnel with sufficient guidance for successful completion of the service by either verbal technical direction, written instructions, or reference materials (or a combination of any of the three methods).

D. Task Order Managers (TOM's):

In addition to the COR, the Government will name NRC individuals with current NRC Contracting Officer Representative (COR) Certification to serve as the NRC TOM's. A TOM will be designated in each TO and will normally be located in the office where the services are primarily performed. The TOM's will initially provide the SPM with the necessary task-oriented technical guidance to address any immediate NRC-related information necessary for the contractor's onsite secretarial personnel to be successful in performing the services required. If the contractor's personnel encounter either of the following situations during performance of the services, the contractor's personnel shall immediately notify the TOM's of the need for more specific guidance on the task(s), in order to not delay performance of the service needed:

1. Concurrent support needs that necessitate prioritization; and/or
2. A situation that the SPM has not encountered previously and NRC has not already provided technical guidance for (verbally or in writing by instructions or reference materials).

The TOM's will provide the contractor's personnel with the required information for performing tasks, and the SPM shall ensure that the contractor's personnel understand and retain any task-oriented technical direction information provided by the TOM's, in order to minimize the need for NRC staff to provide task-oriented guidance and information.

The COR of this contract or the TOM's designated in the TOs shall have the right to designate the relative priority of individual types of tasks performed by any of the contractor's personnel. NRC reserves the right to provide this priority designation by type of task or on a case-by-case basis, verbally or in writing.

In addition, the TOM will be responsible for the following:

1. Ensure all required training is completed by provisional contractor staff during the initial 90-day provisional period:
 - a. ADAMS and ADAMS P8 for NRC Staff training at the PDC (if applicable)
 - b. ADAMS and ADAMS P8 Advance Searching at the PDC (if applicable)
 - c. MS Outlook training at the PDC
 - d. All annual on-line mandatory training courses
 - i. PII Responsibilities (if applicable)
 - ii. Computer Security Awareness
 - iii. Information Security Awareness
 - e. HRMS training (if applicable)
 - f. Any program/office specific training requirements
2. Monitor the performance of all supporting contractor staff; report any issues/concerns to the COR.
3. Review and approve monthly invoices and report any discrepancies to the COR.
4. Prepare and submit quarterly contractor staff assessments/evaluations to the COR.
5. Request backfill support for assigned contractor staff at least 1 business day prior to the start date.
6. Notify the COR in writing (e-mail/memorandum) when the program office is satisfied that the contractor staff meets all the requirements (including training) to be re-designated and billed at the "Secretary II" rate.
7. Keep track of funding for his/her office.

VIII. ISSUANCE OF NRC TO's FOR OFFICE SUPPORT SERVICES

The Contracting Officer will issue TO's to the contractor to request the services required under this contract. Each TO issued will include the following information:

1. Description of services and level of performance required (Secretary I or Secretary II Office Support Services);
2. Period of performance the services are required;
3. Weekly schedule (Monday-Friday or other schedules such as Monday/Wednesday/Friday, etc.);
4. Daily workday coverage period for the specific support services ordered (i.e. – between 7:00 a.m. to 6:00 p.m. work hours with a 45-minute mid-day break);
5. Specific workstation location for performance of the services;
6. Primary and backup NRC TOM's designated and his/her telephone extension, NRC office location, and e-mail address;
7. Sequential number identifying the individual TO;
8. Total amount of funding obligated under the TO;
9. The applicable billable hourly rate and estimate of total regular and any overtime hours required;
10. The total estimated cost of the TO; and
11. Name of Key Personnel (contractor secretary/secretaries) assigned to work on the TO.

Each TO will allow a 45-minute period during the workday for cessation of the services while the contractor's personnel take a lunch break, if the order requires them to perform services for 6 or more hours that day. NRC will not be obligated to the contractor for payment of office support services during this cessation period. NRC reserves the right to cancel the remaining period of a TO if the services are no longer needed. Only actual time worked shall be billed by the contractor. In addition, the SPM and NRC TOM's are not allowed to move any contractor employee from one TO to another TO without COR approval.

A. Required Contractor Response Times:

The contractor shall provide personnel who can perform the services required within the response times stated below, and for each type of TO issued. A TO may be initially placed telephonically by the Contracting Officer (CO), and will be followed by a written documentation of the TO within three workdays.

B. Response Times for Urgent Task Orders:

When the COR/CO identifies a new order as Urgent, the contractor shall provide personnel to report for duty by the date and time designated in the TO, when NRC provides at least **24 hours advance notice** to either the contractor or the SPM. If the CO requests services to start with less than 24 hours advance notice, the contractor shall make a good faith effort to provide such services.

C. Response Times for Non-Urgent Task Orders:

The contractor shall provide personnel to report for duty by the date and time designated in the TO, when NRC provides at least 72 hours advance notice to either the contractor or the SPM. If NRC requests services to start with less than 72 hours advance notice, the contractor shall make a good faith effort to provide such services.

D. Response Times for Replacements During Contractor Personnel Absences Under Existing Task Orders:

The contractor shall monitor the planned leave schedule of its key personnel contractor employees performing services under this contract and shall ensure that replacement personnel will be available to cover for that individual during his/her absence, if needed. The contractor shall coordinate provision of temporary replacement personnel during any planned absences of the contractor's staff assigned to a TO with the COR.

In the event of an unplanned absence (i.e. - late arrival, early departure, or non-arrival) of a contractor employee performing on a TO, the contractor shall inform the TOM's and COR of the absence immediately in order to find out if a temporary replacement is needed. If requested by the COR, the contractor shall provide a temporary replacement contractor employee within 24 hours of the COR's request. If the contractor fails to provide a replacement within 24 hours, NRC reserves the right to deduct from any payment owed the contractor twice the amount of the contractor employee's billable hourly rate for each work hour the contractor employee is absent, to cover the cost to have the work performed by another source.

NOTE: NRC is only obligated to pay the contractor for the services actually provided, after deducting any time missed (i.e. - late arrival, early departure, long lunch break, etc.).

E. Maintenance of the Contractor Personnel Pool:

The contractor shall continuously maintain a pool of qualified contractor personnel who have submitted completed security applications, in sufficient number to satisfy the estimated on-going demand for secretarial support services by various NRC offices. The NRC COR will notify the SPM in writing when secretarial support is requested by an NRC office. The SPM shall submit several resumes of available qualified cleared contractor personnel for the NRC COR and TOM to review. NRC personnel shall have the right to meet and talk with the proposed contractor personnel and to select a Secretary to provide the secretarial support required.

When the contractor assigns a contractor employee to a TO, that employee shall no longer be considered part of the available office support pool and the contractor shall submit a new NRC security clearance application to add new staff to the pool.

NRC reserves the right to hire any of the onsite secretarial contractor personnel performing services under this contract at any time for an NRC position and the contractor shall not place any restriction on its employees in pursuit of Government employment. In addition, the NRC is not obligated to pay the contractor a fee for hiring such personnel. Should NRC hire one of the contractor's employees, the contractor shall replace the employee,

if requested by the COR, and submit new NRC security clearance applications to add new contractor staff to the pool.

F. Contractor Personnel Certification Requirements:

The contractor shall ensure that all staff performing services for NRC under this contract have reviewed and completed the following certifications and the mandatory training courses listed herein. The certifications and online training shall be completed within the first week assigned to NRC.

1. Completion of NRC Form and Certification for Non-Personal Services Understanding

The contractor and the contractor employee(s) acknowledge that the services provided under a TO do not create an employer/employee relationship between the Government and the contractor employee(s). The contractor's employee(s) supervision, terms of employment, hiring, termination, assignment, work conditions, payments, and benefits, including leave, are approved and derived solely from employment through and with the contractor. The contract employee(s) shall sign a Non-Personal Services Understanding Statement.

2. Completion of NRC Form and Certification for General Confidentiality and Non-Disclosure Agreement

Contractor employee(s) will be handling files that include internal Afor official use@ information, personal information subject to the Privacy Act, source selection information (FAR 3:104), information that is proprietary to other Government contractors, and information that is protected by the attorney/client and attorney/work product privilege. Neither the contractor nor any of its officers and employees may disclose such information to anyone outside the NRC. Contractor employee(s) shall sign a Non-Disclosure/Confidentiality Agreement.

3. Completion of NRC Form for Non-Disclosure Statement For Contractor Access To The NRC Agency-Wide Documents Access and Management System (ADAMS)

Contractor employee(s) performing AAdvanced Office Support@ services will have access to the NRC's Agency-wide Documents Access and Management System (ADAMS). This may include access to sensitive, proprietary, or pre-decisional information such as Afor official use@ information. Neither the contractor nor any of its officers and employees may disclose such information or any information relating to the access of the NRC's ADAMS system (i.e. login ID and password, etc.) to anyone outside the NRC. Contractor employee(s) shall sign a Non-Disclosure/Confidentiality Agreement for contractor access to the NRC ADAMS System before being allowed access to ADAMS.

4. Completion of NRC Form 176 "(A) Security Acknowledgment" and "(B) Special Nuclear Material Access Authorization Acknowledgment"

The contractor and the contractor employee(s) acknowledge forms (A) and (B) which is signed by individuals who apply for an NRC security clearance access, require that NRC/DFS be advised of all arrests, charges (including those dismissed), and detentions by a Federal, State or local law enforcement agency, except for minor traffic violations for which a fine of \$250 or less was imposed. Also contractor employees are to notify NRC of his or her marriage by completing and forwarding to the COR a copy of NRC Form 354, "Data Report on Spouse." In addition, to ensure that security clearance and badging information is updated, contractor employees should notify the COR of any name changes resulting from marriage, divorce, or other legal action.

G. Training:

The NRC will not authorize contractor personnel to attend training, seminars, symposiums, or group conferences outside of the Washington D.C. Metropolitan area (the Washington D.C. Metropolitan area is defined as being within 50 miles of NRC Headquarters).

When the NRC COR has given prior approval for training to meet special requirements that are specific to a particular TO, the contractor employee may attend training at the NRC Professional Development Center (PDC),

or the specific office will provide orientation and training on NRC specific systems particular to the work to be performed by the contractor.

Training at NRC expense shall not be authorized for contractor personnel for the sole purpose of keeping contractor employees abreast of advances in state-of-the-art technology or for training contractor employees on equipment and/or computer operating systems for which training is available by the contractor or from commercial sources, for example, for Microsoft Office.

NRC will not reimburse the contractor for costs associated with training personnel in an effort to obtain and/or retain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR.

H. Meetings:

The contractor personnel shall be permitted to attend offsite meetings with his/her office within the Washington D.C. Metropolitan area (the Washington D.C. Metropolitan area is defined as being within 50 miles of NRC Headquarters). Should the contractor personnel incur additional costs outside the scope of the contract, they shall not bill the NRC for those costs.

IX. SUBSTITUTION OF CONTRACTOR PERSONNEL PERFORMING UNDER A TASK ORDER

The personnel designated in the individual TO shall be considered key personnel for purposes of each TO. The contractor shall obtain the prior approval of the COR in reassigning and/or replacing any key personnel position with other contractor employees. In the event of a temporary absence of the contractor's personnel (e.g. vacation leave, sick leave, etc.), upon the COR's request, the contractor shall provide a qualified replacement employee within 24 hours to maintain continuous performance of the office support services for the subject TO. The NRC reserves the right to disapprove at any time, with no notice, any contractor personnel assigned who is either unable or unwilling to perform the work within the scope of the contract and/or TO.

X. SPECIAL LIMITATIONS ON USE OF CONTRACTORS FOR CERTAIN SHORT TERM TEMPORARY SITUATIONS

Certain situations require the NRC to issue a TO for short-term or temporary office support services. These situations are covered by Federal regulations that place additional restrictions on the Government's use of contractors to perform these services. Established Federal guidance on these situations and the prescribed Federal limitations can be found under 5 CFR, Part 300, Subpart E, Use of Private Sector Temporaries.

Regulations limit the types of situations that a Federal agency can use a contractor on a short-term basis instead of meeting the support need with other current Government employees or through the temporary appointment of a Government employee. In accordance with 5 CFR, situations where a contractor can be used to temporarily replace Government performance of daily administrative support include: (1) those instances where an agency must carry out work for a temporary period which cannot be delayed (in the judgment of the agency) because of a critical need, such as when a Government administrative employee has recently left the position (retired, resigned, transferred, promoted, etc.), the support is required during the interim period while the Government backfills the position, and the need cannot be readily met by appointing a temporary Government employee; (2) instances where the Government employee is absent for a temporary period because of his/her own personal need including emergencies, illnesses, maternity leave, family responsibilities, or mandatory jury duty, and the work must be performed during the period of the employee's absence, and the need can't be readily met by appointing a temporary Government employee. CFR Title 5 does not allow the use of contractors to provide short-term intermittent services during employee absences for vacations or other circumstances which are not considered to be compelling to the agency.

Under these conditions, Federal regulations require NRC to place the following limitations on the Contractor's performance of these types of short-term TOs:

- A. The contractor firm cannot provide support for the same employee absence situation for more than a total of 120 workdays initially; however, if the need still exists after 120 workdays, the use of the contractor firm can be extended up to a maximum of 240 workdays within a 24-month period. The 24-month period begins on the first day of the performance period of the TO.
- B. The same contractor employee cannot provide support at the NRC location because of any employee absence situations, for more than a total of 120 workdays in a 24-month period. However, the NRC can grant an individual contractor employee an exception which raises the limit to 240 workdays based on an agency determination of a significant need. The 120-day period for the individual contractor employee begins on the first day of his/her performance of services at the NRC location.

XI. REPORTS

NRC's COR/CO reserves the right to request additional reports at any given time during the duration of this contract.

A. Completion of NRC IT Access or Security Clearance Application Materials and Tracking of Contract Status of Contractor Personnel IT Access or Security Clearances (reference contract security clauses, Sections C.26 through C.30):

The contractor shall ensure each application package for an NRC security access is completed fully and accurately with all requested information. In addition, the contractor shall continuously track the following information and prepare a status report of the applications and provide it to the COR within one week of the conclusion of each calendar month:

1. The names of all employees whose packages have been submitted to NRC/DFS for access;
2. The date each employee was fingerprinted by NRC;
3. The date each employee submitted his/her signed SF-86 forms to NRC/DFS;
4. The date each employee was approved by NRC for Temporary access at NRC;
5. The date each employee was approved for Final access at NRC;
6. The date each employee's NRC access was canceled;
7. The date each employee's NRC identification (ID) photo badge was returned to the COR after his/her access was canceled.

B. Tracking Compliance with Minimum Contractor Personnel Staffing Levels:

Within one week of the conclusion of each calendar month, the contractor shall provide a report to the COR with the identity and quantity of contractor personnel in each of the following categories:

1. Currently performing work under each TO;
2. Who has been granted Secretary I or II IT II access approval (Temporary and Final), and who is not currently working on a TO, and is available to start performing on a new TO; and

3. Who has submitted an application to the NRC for Secretary I or II IT access approval and is awaiting an NRC decision on his/her access.

C. Tracking Data on Contractor Personnel Pre-Certification Requirements:

At the request of the COR, the contractor shall provide a report for each contractor employee performing services under this contract which identifies the date the following certifications were signed by the employee:

1. Non-personal Services Understanding;
2. General Confidentiality and Non-disclosure Agreement; and
3. Non-Disclosure Statement For Contractor Access To The NRC Agency-wide Documents Access and Management System (ADAMS) Form.

At the request of the COR, the contractor shall immediately provide a copy of the signed certifications for proof of the date signed. NRC reserves the right for the COR to add other certification requirements to this list which are required to be completed by contractors that are given access to NRC information and/or systems.

D. Tracking of Contract Data on Status of Custody of NRC Security ID Photo Badges:

The contractor shall continuously track the following information and prepare a status report to the COR within one week of the conclusion of each calendar month:

1. The name of all contractor employees who have been issued an NRC security photo ID badge;
2. The name of all contractor employees who have been issued an NRC security photo ID badge and are currently working under a TO;
3. The name of all contractor employees who have been issued an NRC security photo ID badge and are ~~not~~ currently working under a TO;
4. For any contractor employees who have been issued an NRC security photo ID badge and are not currently working under a TO, the current status of who has custody of the NRC security photo ID badge for that contractor employee.
(Contractor employees who are not currently working on a TO shall immediately return his/her NRC security ID badge to the contractor/SPM for subsequent delivery to the COR.)

Upon completion of services to be provided under a TO, unless the contractor employee is scheduled to return to NRC the following week to provide support under another order, the contractor employee shall deliver his/her NRC photo ID badge to the contractor/SPM. The contractor/SPM shall immediately return the NRC photo ID badge to the COR.

E. Contractor Personnel Completion of Mandatory NRC-Sponsored Training:

NRC contractors shall ensure that its employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that staff's knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last one hour or less and can be taken during the contractor employee's regularly scheduled workday at NRC.

This mandatory training is provided by NRC to contractors providing services under this contract. Upon completion of each of the mandatory training courses required under this contract, the contractor employee shall

provide his/her employer and the COR with a copy of his/her certificate of completion. After the initial training course is completed, each contractor employee shall take these courses annually, or as often as directed by the COR in writing.

The SPM shall ensure the following NRC-sponsored online training courses are completed by new contractor staff during his/her first week of performing services at NRC and annually thereafter:

1. NRC Computer Security Awareness Course
2. Information Security Awareness Course (INFOSEC)

NOTE: NRC reserves the right for the COR to add other training courses which are sponsored by NRC and required to be completed by contractors that are given access to NRC IT information and/or systems.

The NRC reserves the right to deny or withdraw contractor use or access to NRC IT equipment and/or systems, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause, etc.) should the contractor not comply with the contractor's responsibility under this clause.

XII. CONTRACTOR INVOICING

The contractor shall only bill NRC for the actual time NRC received support services under each TO. The contractor shall not bill NRC for any time not performed under a TO (i.e. - contractor employee missed time due to late arrival, early departure, long lunch, vacation, sick leave, etc.). The contractor shall only invoice NRC on a monthly basis. After completion of each monthly billing period, the contractor shall submit a separate invoice to NRC for the services performed under each TO during the calendar month just completed. The contractor shall include with the invoice, the applicable copies of the contractor employee's weekly timecard(s) to support the hours being billed under that month's invoice. The contractor shall not bill for more than one calendar month on the same invoice. Included with each invoice, the contractor shall document the following information about the current overall financial status of that TO as of the end of the month being billed:

1. Total original projected cost of the TO at award;
2. Current projected cost of the TO;
3. Total amount of funding obligated under the TO;
4. Total amount of obligated funds expended under the TO; and
5. Total amount of obligated funds still unexpended under the TO.

The contractor shall submit an electronic copy of the monthly invoice including the supporting timecard (in PDF format) by e-mail to each of the TO's designated TOM's. For all billable services performed under this contract, the contractor shall employ the following method to document each contractor employee's billable hours:

1. At the end of each week, each TO's contractor employee shall present his/her timecard to the responsible TOM's (or alternate) for review and signature. If the TOM's or his/her alternate is unavailable to sign the timecard, the contractor employee shall obtain their signature on the timecard the following Monday.
2. The weekly timecard shall reflect the following minimum information for the TOM's to review:
 - a. Applicable NRC TO number assigned by the CO;
 - b. Name of the contractor employee who performed the services;

- c. Daily required work schedule stated in the order (for example, 8 hours from 8:15 a.m. through 5:00 p.m. with 45-minute lunch break at noon, etc.); **NRC will reimburse the contractor in quarter hour increments for regular and overtime hours. Example: (.25 hour), (.50 hour), etc.**
- d. Calendar dates applicable to each workday of that week (Monday - 04/04/2011, etc.);
- e. For each workday that week, the time the contractor employee arrived at the office (usually, his/her assigned desk at NRC), and the time they departed for the day;
- f. Total hours actually worked during each day;
- g. Total regular hours actually worked during that week;
- h. Total overtime hours worked during that week (overtime starts after first 40 regular hours worked each week).

- 3. After the TOM signs the timecard, the contractor employee shall provide the TOM and the SPM a copy of the timecard for his/her records.

XIII. GOVERNMENT-FURNISHED PROPERTY AND SUPPLIES
NRC POLICY COMPLIANCE:

The contractor shall adhere to all applicable NRC policies including:

- Management Directive 12.5, "Information Security Program," available at <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-12.html>
- Management Directive 12.6, "NRC Sensitive Unclassified Information Security Program," available at <http://www.nrc.gov/reading-rm/doc-collections/management-directives/volumes/vol-12.html>
- NRC Sensitive Unclassified Non-Safeguards Information (SUNSI), available at <http://www.nrc.gov/reading-rm/doc-collections/commission/comm-secy/2005/2005-0054comscy-attachment2.pdf>

XIV. POINT OF CONTACT:

The NRC Contracting Officer's Representative (COR) for this contract is:

Ms. Catherine Blakeney
 301-415-1491
Catherine.Blakeney@nrc.gov

Alternate Contracting Officer's Representative is:

Ms. Robin Barnes
 301-415-2763
Robin.Barnes@RES.gov

SECTION C - CONTRACT CLAUSES**C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)
ALTERNATE I (AUG 2012)****(a) Inspection/Acceptance.**

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service:

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation

provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: None

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: N/A

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the

increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public

Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and

employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be

reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and

complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 ORDERING PROCEDURES (AUG 2011)

(a) The CO is the only individual who can legally obligate funds and commit the NRC.

(b) All task orders and delivery orders shall be prepared in accordance with FAR 16.505.

(c) In accordance with FAR 16.506(b), the following ordering limitations apply:

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$30,000.00;

(2) Any order for a combination of items in excess of \$2,693,791.00.

(3) A series of orders from the same ordering office within ten days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section:

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 ten days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

C.3 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, 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." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

C.4 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT (AUG 2011)

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 attached to the contract.

C.5 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, 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 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

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

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

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

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

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

(i) **Security Clearance.** The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) **Criminal Liabilities.** It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) **Subcontracts and Purchase Orders.** Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

C.6 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

C.7 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (AUG 2011)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract

performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other

terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Contracting Officer's Representative (COR) for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

C.8 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (AUG 2011)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/ order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to the NRC PO who will then provide them to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, through the NRC Contracting Officer's Representative (COR) to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

C.9 SECURITY REQUIREMENTS FOR ACCESS TO CLASSIFIED MATTER OR INFORMATION (AUG 2011)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime Contractor personnel, subcontractors or others performing work under this contract shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or an "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The Contractor must identify all individuals to work under this contract. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The Contractor shall conduct a preliminary security interview or review for each of its employees, subcontractor employees and consultants, and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The Contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings; (b) felony arrest records including alcohol related arrest within the last seven (7) years; (c) record of any military courts-martial charges and proceedings in the last seven (7) years and courts-martial convictions in the last ten (10) years; (d) any involvement in hate crimes; (e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end; (f) dual or multiple citizenship including the issuance of a foreign passport in the last seven (7) years; (g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven (7) years; (h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven (7) years.

The Contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two (2) copies of the signed interview record or review will be supplied to DFS/PSB with the applicant's completed security application package.

The Contractor will further ensure that all Contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the Contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of termination or cancellation, the Government may select another firm for contract award.

Such Contractor personnel shall be subject to the NRC Contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.1.1, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Access National Agency Check and Inquiries (ANACI), or higher level investigation depending on the position the individual will occupy, for "L" clearances.

A Contractor employee shall not have access to classified information until he/she is granted a security clearance by DFS/PSB, based on a favorably adjudicated investigation. In the event the Contractor employee's investigation cannot be favorably adjudicated, any interim access approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the Contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract.

The individual will be subject to a reinvestigation every five (5) years for "Q" clearances and every ten (10) years for "L" clearances.

The Contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the PO to DFS/PSB for review and submission to the Office of Personnel Management for investigation. The individual may start working under this contract before a final clearance is granted if a temporary access determination can be made by DFS/PSB after the review of the security package. If the individual is granted a temporary access authorization, the individual may not have access to classified information under this contract until DFS/PSB has granted them the appropriate security clearance, and the Contractor has read, understood, and signed the SF 312, "Classified Information Nondisclosure Agreement." The Contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the Contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on DFS/PSB review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E.O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared Contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF- 86 and Contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime Contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the Contractor shall immediately notify the PO by telephone so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the Contractor to the PO who will forward the confirmation via email to DFS/PSB. Additionally, DFS/PSB must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

C.10 RULES OF BEHAVIOR FOR AUTHORIZED COMPUTER USE (MAR 2011)

In accordance with Appendix III, "Security of Federal Automated Information Resources," to Office of Management and Budget (OMB) Circular A-130, "Management of Federal Information Resources," NRC has established rules of behavior for individual users who access all IT computing resources maintained and operated by the NRC or on behalf of the NRC. In response to the direction from OMB, NRC has issued the "Agency-wide Rules of Behavior for Authorized Computer Use" policy, hereafter referred to as the rules of behavior. The rules of behavior for authorized computer use will be provided to NRC computer users, including contractor personnel, as part of the annual computer security awareness course.

The rules of behavior apply to all NRC employees, contractors, vendors, and agents (users) who have access to any system operated by the NRC or by a contractor or outside entity on behalf of the NRC. This policy does not apply to licensees. The next revision of Management Directive 12.5, "NRC Automated Information Security Program," will include this policy. The rules of behavior can be viewed at <http://www.internal.nrc.gov/CSO/documents/ROB.pdf> or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The rules of behavior are effective immediately upon acknowledgement of them by the person who is informed of the requirements contained in those rules of behavior. All current contractor users are required to review and acknowledge the rules of behavior as part of the annual computer security awareness course completion. All new NRC contractor personnel will be required to acknowledge the rules of behavior within one week of commencing work under this contract and then acknowledge as current users thereafter. The acknowledgement statement can be viewed at

http://www.internal.nrc.gov/CSO/documents/ROB_Ack.pdf or use NRC's external Web-based ADAMS at <http://wba.nrc.gov:8080/ves/> (Under Advanced Search, type ML082190730 in the Query box).

The NRC Computer Security Office will review and update the rules of behavior annually beginning in FY 2011 by December 31st of each year. Contractors shall ensure that their personnel to which this requirement applies acknowledge the rules of behavior before beginning contract performance and, if the period of performance for the contract lasts more than one year, annually thereafter. Training on the meaning and purpose of the rules of behavior can be provided for contractors upon written request to the NRC Contracting Officer's Representative (COR).

The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order if such subcontracts/agreements will authorize access to NRC electronic and information technology (EIT) as that term is defined in FAR 2.101.

C.11 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (AUG 2011)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day.

Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification.

Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract. Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC IT equipment and/or services, and/or take other appropriate contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

C.12 MINIMUM INSURANCE COVERAGE (AUG 2011)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract, in accordance with FAR 28.307-2:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000.00 (minimum \$100,000), except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000.00 (minimum \$500,000) per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000.00 (minimum \$200,000) per person and \$200,000.00 (minimum \$200,000) per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

C.13 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (AUG 2011)

(a) The NRC will provide the contractor with the following items for use under this contract:

1. Office Space;
2. Computer;
3. Telephone; and
4. General Office Supplies

(b) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(c) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

C.14 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared N/A (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

C.15 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL (AUG 2011) ALTERNATE I (AUG 2011)

(a) NRC facilities may not be available due to (1) designated federal holiday, any other day designated by federal statute, Executive Order, or by Presidential Proclamation; (2) closure or delayed arrival or early dismissal of NRC employees during working hours (e.g., special holidays or emergency situations); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for contractor employees performing work on-site at the NRC facility:

Reference the Statement of Work

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.

(e) The contractor's Project Director shall first consult the NRC Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

C.16 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

C.17 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (AUG 2011)

The National Industrial Security Program Operating Manual (NISPOM) implements the provisions of E.O. 12829, "National Industrial Security Program." A company is considered to be under FOCI whenever a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or otherwise, to direct or decide matters affecting the management or operations of that company in a manner that may result in unauthorized access to classified information or may adversely affect the performance of classified information contracts. (See NRC Management Directive 12.2 - "NRC Classified Information Security Program")

(a) For purposes of this clause, a foreign interest is defined as any of the following:

(1) A foreign government or foreign government agency;

(2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;

(3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or

(4) Any person who is not a U.S. citizen.

(b) A U.S. company determined to be under FOCI is not eligible for facility clearance (FCL). If a company already has an FCL, the FCL shall be suspended or revoked unless security measures are taken to remove the possibility of unauthorized access to classified information.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean NRC contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The contractor shall complete and submit and SF-328, DD-441 and DD-441-1 forms, prior to contract award. The information contained in these forms may be used in making a determination as to whether a contractor is eligible to participate in the National Industrial Security Program and have a facility security clearance.

(e) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the answers to the questions presented in SF-328, "Certificate Pertaining to Foreign Interest". Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(f) In those cases where a contractor has changes involving FOCI, the NRC must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(g) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information and shall require such subcontractors to submit completed SF-328, DD-441 and DD-441-1 forms prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(h) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by NRC to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(i) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on NRC's rights, including its rights to terminate this contract.

(j) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates a FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

C.18 SAFETY OF ON-SITE CONTRACTOR PERSONNEL (AUG 2011)

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

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

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

C.19 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other

employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

C.20 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

C.21 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre- assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

C.22 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

C.23 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

C.24 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A

(End of Addendum to 52.212-4)

C.25 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☒ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☒ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (13)(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.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (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.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Representation (APR 2012) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 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)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (51)(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:

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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.).

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
01311 - Secretary I	\$18.07/hr. - \$3.71/hr.
01312 - Secretary II	\$20.18/hr. - \$3.71/hr.

DOL Wage Determination 2005-2103, Revision No. 12

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

C.26 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

C.27 2052.215-70 KEY PERSONNEL (JAN 1993)

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

To Be Determined
To Be Determined

Site Project Manager
Alternate Site Project Manager

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

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

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

C.28 CONTRACTING OFFICER'S REPRESENTATIVE

(a) The contracting officer's authorized representative, hereinafter referred to as the Contracting Officer's Representative (COR) for this contract is:

Name: Catherine Blakeney

Address: U.S. Nuclear Regulatory Commission
ADM/DAS/ASC
Mail Stop O-2-A13
11555 Rockville Pike
Rockville, Maryland 20852

Telephone Number: 301-415-1491; Email: Catherine.Blakeney@nrc.gov

The Alternate COR is:

Name: Robin Barnes

Address: U.S. Nuclear Regulatory Commission
ADM/DAS/ASC
Mail Stop O-2-A13
11555 Rockville Pike
Rockville, Maryland 20852

Telephone Number: 301-415-2763; Email: Robin.BarnesRES@nrc.gov

(b) The COR shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
 - (3) Inspect and accept products/services provided under the contract.
 - (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
 - (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

C.29 52.216-1 TYPE OF CONTRACT (APR 1984)

This is a Labor Hour, Indefinite Quantity, task ordering type contract.

C.30 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 date of award through May 19, 2014.
- (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.

C.31 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, 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 \$30,000.00;
 - (2) Any order for a combination of items in excess of \$2,693,791.00; or
 - (3) A series of orders from the same ordering office within ten days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (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) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, 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 ten 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.

C.32 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 six months after the expiration date.

C.33 2052.216-72 TASK ORDER PROCEDURES (OCT 1999)

(a) Task order request for proposal. When a requirement within the scope of work for this contract is identified, the contracting officer shall transmit to the contractor a Task Order Request for Proposal (TORFP) which may include the following, as appropriate:

- (1) Scope of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance - place of performance;
- (4) Applicable special provisions;
- (5) Technical skills required; and
- (6) Estimated level of effort.

(b) Task order technical proposal. By the date specified in the TORFP, the contractor shall deliver to the contracting officer a written or verbal (as specified in the TORFP technical proposal submittal instructions) technical proposal that provides the technical information required by the TORFP.

(c) Cost proposal. The contractor's cost proposal for each task order must be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amounts. When the contractor's estimated cost for the proposed task order exceeds \$100,000 and the period of performance exceeds six months, the contractor may be required to submit a Contractor Spending Plan (CSP) as part of its cost proposal. The TORP indicates if a CSP is required.

(d) Task order award. The contractor shall perform all work described in definitized task orders issued by the contracting officer. Definitized task orders include the following:

- (1) Statement of work/meetings/travel and deliverables;
- (2) Reporting requirements;
- (3) Period of performance;
- (4) Key personnel;
- (5) Applicable special provisions; and
- (6) Total task order amount including any fixed fee.

C.34 2052.216-73 ACCELERATED TASK ORDER PROCEDURES (JAN 1993)

(a) The NRC may require the contractor to begin work before receiving a definitized task order from the contracting officer. Accordingly, when the contracting officer verbally authorizes the work, the contractor shall proceed with performance of the task order subject to the monetary limitation established for the task order by the contracting officer.

(b) When this accelerated procedure is employed by the NRC, the contractor agrees to begin promptly negotiating with the contracting officer the terms of the definitive task order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized task order is not reached by the target date mutually agreed upon by the contractor and contracting officer, the contracting officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to contractor appeal as provided in 52.233-1, Disputes. In any event, the contractor shall proceed with completion of the task order, subject only to the monetary limitation established by the contracting officer and the terms and conditions of the basic contract.

C.35 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the need. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

C.36 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 30 days of contract expiration.

C.37 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; 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 five (5) years and six months.

C.38 52.219-17 SECTION 8(a) AWARD (DEC 1996)

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

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

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

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

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

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

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

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

C.39 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

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

"Act" means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor" when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the

unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or

subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**C.40 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE
ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

C.41 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)

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

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

C.42 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

C.43 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

C.44 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.45 2052.235-72 SAFETY, HEALTH, AND FIRE PROTECTION

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting office may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

C.46 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

C.47 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

C.48 LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

C.49 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1: NRC Form 187, Contract Security and/or Classification Requirements

Attachment 2: U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 12

Attachment 3: Billing Instructions for Labor Hour/Time and Materials Type Contracts

The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

TBD

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

TBD

B. PROJECTED START DATE

09/21/2012

C. PROJECTED COMPLETION DATE

09/20/2017

2. TYPE OF SUBMISSION



A. ORIGINAL



B. REVISED (Supersedes all previous submissions)



C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY



B. CONTRACT NUMBER

NRC-10-07-414

DATE

09/20/2012

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Onsite Clerical Office Support Services for The NRC Headquarters and Interim Locations

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION



YES (If "YES," answer 1-7 below)



NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

SECRET

CONFIDENTIAL

RESTRICTED DATA

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION



2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)



3. GENERATION OF CLASSIFIED MATTER.



4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.



5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.



6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.



7. OTHER (Specify)



B. IS FACILITY CLEARANCE REQUIRED?



YES



NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER PLANTS.

G. ☐ REQUIRE OPERATION OF GOVERNMENT VEHICLES OR TRANSPORT PASSENGERS FOR THE NRC.

D. ☒ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.

H. ☐ WILL OPERATE HAZARDOUS EQUIPMENT AT NRC FACILITIES.

E. ☒ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.

I. ☐ REQUIRED TO CARRY FIREARMS.

F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

J. ☐ FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D, G, H, I, OR J IS CHECKED.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE

Catherine Blakeney
Administrative Services Specialist/Project Officer

SIGNATURE

DATE

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

N/A

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

☐ AUTHORIZED CLASSIFIER (Name and Title)

☐ DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☒ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

☒ DIVISION OF FACILITIES AND SECURITY (Item 10B)

☒ CONTRACTOR (Item 1)

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION	SIGNATURE	DATE
David L. Meyer, Director, DAS	<i>W. Z. Meyer</i>	5/22/2012
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY	SIGNATURE	DATE
Ross-Lee, Mary Jane, Director, DFS	<i>Valerie B. Karl</i>	5/17/12
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE	DATE
Corbett, James, Director, DC	<i>Manon L. Butt</i>	5/9/12

REMARKS

WD 05-2103 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 12
Date Of Revision: 06/13/2012

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince

George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,

King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50

12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31

15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76

23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57

27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85

31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Claims shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Billing of Costs after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Invoice/Voucher Information

- a. **Payee's DUNS Number or DUNS+4.** The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. **Payee's Name and Address.** Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. **Contract Number.** Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. **Task Order Number.** Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. **Invoice/Voucher.** The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. **Date of Invoice/Voucher.** Insert the date the invoice/voucher is prepared.
- g. **Billing period.** Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

- h. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.
- i. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

(4) **Materials Handling Fee.** Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) **Consultant Fee.** The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) **Travel.** Total costs associated with each trip must be shown in the following format:

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

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) **Subcontracts.** Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

o. **Total Amount Billed.** Insert columns for total amounts for the current and cumulative periods.

p. **Adjustments.** Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

q. **Grand Totals.**

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from _____ through _____.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Labor</u>	<u>Hours</u>	<u>Burdened</u>		<u>Cumulative</u>
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			<u>\$4,800</u>	<u>1,760 hrs.</u>

Burdened labor rates must come directly from the contract.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JULY 2011)**

- 2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

- 3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00 = \$1,100

6 Pairs Electrostatic gloves @ \$150.00 = \$ 900
\$2,000

- 4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

- 5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

- 6) Travel - \$2,640

- (i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

- (ii) Per Diem: \$136/day x 15 days = \$2,040

- 7) Subcontracting - \$30,000

Company A = \$10,000

Company B = \$20,000
\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	\$99,580
Adjustments (+/-)	- 0
Grand Total	\$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.