

ADN602

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**SECTION A - Solicitation/Contract Form**

## **SECTION B - Supplies or Services/Prices**

### **B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: One White Flint North (OWFN) 17<sup>th</sup> Floor Chairman's Conference Room (CCR), and Shared pantry with EDO and OGC"

**(b) Summary work description:** The contractor shall perform all A&E services for the required changes necessary to the spaces involved in the proposed Construction Drawings (CDs) renovation areas to complete the needs of the Chairman's Conference Room and Shared Pantry. The scope of planned work includes: refurbishment of changed areas which includes the replacement of carpet, wall finishes, ceiling tiles, ceiling grid, pantry millwork, faucets, sinks, and appliances.

### **B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS**

(a) The ceiling of this order for services is \$34,611.61.

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is \$34,611.61. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

### B.3 PRICE SCHEDULE

PRICE SCHEDULE				
CLIN	LABOR CATEGORY	EST. HRS	RATE	EST. TOTAL
1001	Principal			
1002	Project Manager			
1003	Sr Architect/Sr Designer			
1004	Architect			
1005	Designer			
1006	Drafter/Jr Designer			
1007	Administrative			
1008	MEP Principal			
1009	MEP Project Manager			
1010	MEP Senior Engineer			
1011	MEP Engineer			
1012	MEP Technical Designer			
1013	BIM Specialist			
1014	MEP Drafter			
1015	MEP Clerical			
1016	MEP Construction Manager			
1017	Structural Principal			
1018	Struct. Project Manager			
1019	Struct. Engineer			
1020	Struct. Sr CADD technician			
1021	Struct. CADD technician			
1022	Struct Clerical			
1023	Cost Estimator Principal			
1024	Senior Estimator			
1025	Junior Estimator			
1026	Cost Estimator Administrative			
	NOT-TO-EXCEED TOTAL OF OPTION PERIOD 1 LABOR			\$34,611.61

## **SECTION C - Description/Specifications**

### **ONE WHITE FLINT NORTH (OWFN) 17<sup>TH</sup> FLOOR Chairman's Conference Room (CCR) and Shared Pantry with EDO and OGC Architectural and Engineering (A&E) Contract**

#### **I. BACKGROUND**

The Chairman's Conference Room (CCR), Joint Pantry needs to be refurbished, 3-LINKS contractor prepared floor plans, and option two was accepted. This plan shows the deletion of the Chairman's pantry, expansion of the conference room, and a larger shared pantry for the Chairman's office, EDO, and OGC. A coffee station is included in the expanded conference room.

The refurbishment will take place in the following areas: Chairman's existing conference room, part of the reception area, the pantry, and the existing EDO and OGC pantry. The goal of this project is to create more functional spaces, including updated equipment and lighting in the conference room.

The floor plan shows the demolition walls and new construction walls. New finishes (TBD) for the floors, walls and ceiling will be part of the drawings.

#### **II. SCOPE OF WORK**

The contractor shall perform all A&E services for the required changes necessary to the spaces involved in the proposed Construction Drawings (CDs) renovation areas to complete the needs of the Chairman's Conference Room and Shared Pantry.

The scope of planned work includes: refurbishment of changed areas which includes the replacement of carpet, wall finishes, ceiling tiles, ceiling grid, pantry millwork, faucets, sinks, and appliances.

#### **III. SCOPE OF WORK FOR CONSTRUCTION DOCUMENT SERVICES**

##### **A. Project Management**

- The contractor shall provide construction document services
- Upon approval of designs by the NRC, the contractor shall provide an estimated construction schedule for planning purposes prior to the NRC acquisition of a construction contractor.
- The contractor shall review all submittals, requests for information, deliveries, and installations of equipment and materials to ensure adherence to scope of

work, installation standards, and accurate placement of furniture according to construction documents.

- The contractor shall validate finishes and materials submitted by the construction contractor within two days after receipt of the finishes and materials.

For this task, deliverables will include:

- 1) The contractor shall attend design meetings as required by the COR.
- 2) The contractor shall attend the Pre-Construction Conference.
- 3) The contractor shall attend weekly or biweekly construction progress meetings.
- 4) The contractor shall attend construction conformance site visits as directed by the COR.
- 5) The contractor shall perform submittal reviews and prepare responses with two days after the receipt of each submittal.
- 6) The contractor shall conduct Architectural and Mechanical/Electrical/Plumbing (MEP) site visits as directed by the COR.

The contractor shall prepare Construction Documents (CDs) based on the approved Housing Strategy. Printing under this task is limited to permit sets and one additional set.

The professional services required for this project may include, but will not necessarily be limited to the following: conducting field surveys; graphical surveys; analysis of existing conference space and planned conference space; creating reports of recommended actions and/or design packages; review of contractor submittals; coordination of LEED related services; preparation of space plans.

The contractor shall prepare demolition plans for the existing space. The contractor shall assume for any reconfigurations of space, the design will include modifications existing systems such as electrical, heating, ventilation and the air conditioning; plumbing; fire suppression; and IT, A/V, telecom, and security infrastructure, designs for carpeting, wall finishes, millwork, ceiling tile, and ceiling grid.

The work shall include any required demolition of the existing NRC HVAC distribution and electrical service. All existing building items identified by the NRC are to be salvaged for future use, e.g. ceiling tile, electrical fixtures, switches and outlets, VAV boxes, etc. All salvaged items are to be sorted and boxed where practical and moved to NRC on-site storage.

The contractor's designs for the conference room and pantry spaces shall accommodate the electrical and lighting requirements which will be furnished to the contractor.

## **B. Construction Documents**

- 1) The contractor shall coordinate drawings for all spaces including all consultants such as MEP, A/V, security, tel/data, and others as needed that fully document construction requirements for bidding and construction.
- 2) Drawings shall be provided in both hard copy and electronic formats. All electronic versions of deliverables shall be in BIM (compatible with NRC), PDF and other native source file formats if applicable. Printing under this task order is limited to permit sets and one additional set – two full size sets, one half-size set and electronic versions in BIM (compatible with NRC), PDF and other native source file formats if applicable. Provide additional hard copies as needed.
- 3) Final CDs shall be provided in CAD exports compatible with space management database.
- 4) The contractor shall conduct meetings to review drawings at both draft and final phases with designers and NRC.

### **1. The Contractor shall prepare Architectural design to include the following:**

- The contractor shall review Computer Aided Design (CAD) space plans provided by the COR
- The contractor shall review CAD space plans to assure plans comply with local and International Building Codes and applicable local code requirements.
- The contractor shall revise space plans based upon scheduled reviews by the COR.
- The contractor shall prepare architectural demolition documents consisting of demolition floor plans, demolition reflected ceiling plans, and demolition device plans.
- The contractor shall prepare drawings related to CDs such as space plans, partition plans, finish plans, elevation plans, sections, reflected ceiling plans, and detailed drawings when specified.

For this task, deliverables will include:

One (1) 75% Construction Document (CD) Submission  
One (1) 95% CD Submission  
One (1) Final CD Submission

### **2. The contractor shall prepare mechanical design (the following may apply):**

The contractor shall replace the old HVAC equipment with new high-efficiency units. These replacements, combined with the addition of Variable Frequency

Drives that allow the HVAC system to be “tuned” to match the current cooling load and an Energy Management System (EMS) that automatically monitors and can remotely adjust cooling to individual floors, will ensure the Conference and Pantry facility will operate in an efficient, reliable manner for the future. The requirements are as follows:

- The contractor shall provide redesigned locations for supply and return registers and air flow as needed based on floor redesign.
- The contractor shall provide control scheme for floor air handlers to include new temperatures sensors, variable frequency drives on fan motors and electronic damper actuators. This includes make up air for the air handlers also.
- The contractor shall provide investigation/documenting problems with the existing base building systems.
- The contractor shall perform load calculation in the areas of work only.
- Perform adjustments to the airflow quantity required to meet the load in areas of renovation.
- The contractor shall relocate existing diffusers as required by wall partitions.
- The contractor shall redistribute base building air quantities as available.

For this task, deliverables will include:

One (1) 75% Construction Document (CD) Submission  
One (1) 95% CD Submission  
One (1) Final CD Submission

**3. The contractor shall prepare plumbing design to include the following:**

- The contractor shall replace plumbing and value fixtures where pantry and kitchen sinks are located.
- The contractor shall provide designs to replace plumbing and value fixtures where pantry and kitchen sinks are located.

For this task, deliverables will include:

One (1) 75% Construction Document (CD) Submission  
One (1) 95% CD Submission  
One (1) Final CD Submission

**4. The contractor shall prepare electrical design to include the following:**

- Reflected ceiling plans to meet IECC requirements. This will include occupancy sensor layout.

- Lighting design for non-standard or decorative systems other than specifically listed above.
- Lighting layout
- Lighting calculations.
- Indicating telephone/data receptacles for use by NRC vendor or architect.
- Adapting existing fire alarm systems to accommodate the revised partitions within the capabilities of the existing system.

For this task, deliverables will include:

One (1) 75% Construction Document (CD) Submission  
 One (1) 95% CD Submission  
 One (1) Final CD Submission

**5. The contractor shall prepare fire suppression design to include the following:**

- Review of the floor plan to determine adequacy of existing fire standpipe coverage.
- Modify existing wet pipe sprinkler system to accommodate the new partitions or other considerations.

For this task, deliverables will include:

One (1) 75% Construction Document (CD) Submission  
 One (1) 95% CD Submission  
 One (1) Final CD Submission

#### **IV. Work Schedule**

All site visits and work shall be coordinated through the COR. After the award of the TO or the exercise of an optional task, the contractor shall submit a work schedule to the NRC COR, which provides a detailed sequence of the overall project operations, including a proposed start-up date for the project and a projected completion date for all work. In order to allow for project coordination, this report shall be provided to the Government at least 5 working days prior to commencing any work on this project and NRC approval obtained prior to starting work. Changes must be made accordingly.

#### **V. Period of Performance**

The period of performance for this TO will commence on the effective date of this TO and expire on January 8, 2015.

## **VI. Standards of Conduct**

The contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract.

## **VII. Accessibility and Recording Presence**

The facility will be occupied during the normal working hours. The contractor shall be expected to coordinate its work with the COR when accessing the premises and communicating with other contractors.

## **VIII. Quality Control Management at the Work Site**

It shall be the responsibility of the A&E contractor to inspect the site, determine the quantity of work involved, and compare the specifications with the work to be done. The contractor shall verify all information shown on the drawings (if applicable).

When directed by the COR, the A&E contractor may be required to inspect the quality of work to assure that the scope of services requested in the contract is being accomplished in the manner as described in the SOW of the contractor/individual TO.

## **IX. Contractor Supervision**

The contractor shall arrange for satisfactory supervision of the work described in this contract. The contractor or supervisor shall be available at all times when the contract work is in progress to receive notices, reports, or requests from the Contracting Officer or his or her representatives. It is the policy of the NRC not to directly or indirectly exercise direction or supervision of the contractor's employees and/or subcontractors.

## **X. Workmanship**

All work under this contract shall be performed in a skillful and professional manner and shall be in compliance with all laws, ordinances, and regulations (Federal, State, County, city, or otherwise). The Contracting Officer may require, in writing, that the contractor remove from the project any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

## **XI. Parking**

Limited parking on site may be available for contractors between the hours of 6:00 p.m. and 2:00 a.m., Monday through Friday, and 7:00 a.m. through 7:00 p.m. on weekends.

## **SECTION D - Packaging and Marking**

### **D.1 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Administration, under Contract/order number NRC-HQ-13-C-10-0035/NRC-HQ-40-14-T-0002.

(End of Clause)

### **D.2 PACKAGING AND MARKING**

(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 Clause)

## **SECTION E - Inspection and Acceptance**

### **E.1 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

(End of Clause)

### **52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)**

## **SECTION F - Deliveries or Performance**

### **F.1 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on July 17, 2014 and will expire on January 8, 2015.

(End of Clause)

## **SECTION G - Contract Administration Data**

### **G.1 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

<u>Name</u>	<u>Title</u>
Carol Muszynski	Principal
Lisa layman	Sr. Project Manager
Katie Smith	Sr. Designer
Michael Bergeron	Architect
Wandella Lynn	Designer

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

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

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

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

(End of Clause)

### **G.2 2052.215-71 PROJECT OFFICER AUTHORITY (OCT 1999)**

(a) The contracting officer's authorized representative (COR) and alternate COR for this contract is are as follows:

Name: William Harris  
Address: U.S. Nuclear Regulatory Commission (NRC)  
Mail Stop 3WFN 6 A12  
Washington, DC 20555  
[William.harris@nrc.gov](mailto:William.harris@nrc.gov)

Telephone Number: (301) 287-3424

Name: Latricia Debnam  
Address: U.S. Nuclear Regulatory Commission (NRC)  
Mail Stop 3WFN 6 A50  
Washington, DC 20555  
[Latricia.Debnam@nrc.gov](mailto:Latricia.Debnam@nrc.gov)

Telephone Number: (301) 287-3441

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal

issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

### **G.3 ELECTRONIC PAYMENT (SEP 2014)**

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: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

(End of Clause)

## **SECTION H - Special Contract Requirements**

### **H.1 GREEN PURCHASING (SEP 2013)**

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired 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, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: <http://pbadupws.nrc.gov/docs/ML1219/ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at: <http://www.gsa.gov/portal/content/198257>.

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

(End of Clause)

### **H.2 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

(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.

(End of Clause)

### **H.3 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration 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.

### **H.4 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

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. 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.

#### **H.5 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

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.

(End of Clause)

## **SECTION I - Contract Clauses**

**52.202-1 DEFINITIONS. (NOV 2013)**

**52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)**

**52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)**

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND  
REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR  
2014)**

**52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)**

**52.216-25 CONTRACT DEFINITIZATION. (OCT 2010)**

**52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)**

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING  
WHILE DRIVING. (AUG 2011)**

**52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**

**52.233-3 PROTEST AFTER AWARD. (AUG 1996)**

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

**52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)**

**52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (MAY 2014)**

## **SECTION J - List of Documents, Exhibits and Other Attachments**

1. Option 2 Drawings
3. Billing Instructions

**BILLING INSTRUCTIONS FOR  
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

**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. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.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:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**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.

**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.

**Supersession:** These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (July 2011).

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

**1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**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 (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs))).
- d. 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.
- e. 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.**
- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. 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.

i. 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.

j. 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.

k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

o. 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.

(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.

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

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

r. Grand Totals.

### 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)	<b><u>Direct Costs</u></b>		
(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)	<b>Total Amount Billed</b>	\$ _____	\$ _____
(c)	<b>Adjustments (+/-)</b>	\$ _____	\$ _____
(d)	<b>Grand Total</b>	\$ _____	\$ _____

(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

Labor <u>Category</u>	Hours <u>Billed</u>	Burdened <u>Rate</u>	<u>Total</u>	Cumulative <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	<u>\$1,000</u>	<u>320</u>
			\$4,800	1,760 hrs.

*Burdened labor rates must come directly from the contract.*

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
	<u>\$2,000</u>

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	= <u>\$20,000</u>
	<u>\$30,000</u>

(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 (+/-)	<u>- 0</u>
Grand Total	<u>\$99,580</u>

#### **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.